In the Supreme Court of the United States

OCTOBER TERM, 1971

No. 71-1417

BOOSTER LODGE NO. 405, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO,
PETITIONER,

v.

NATIONAL LABOR RELATIONS BOARD AND THE BOEING COMPANY,
RESPONDENTS.

No. 71-1607

NATIONAL LABOR RELATIONS BOARD, PETITIONER,

v.

THE BOEING COMPANY AND BOOSTER LODGE NO. 405, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO
RESPONDENTS.

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

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Chronological List of Relevant Docket Entries

2.18.66	Charge filed
8. 9.69	Complaint and Notice of Hearing, dated
8.22.68	Union's answer to complaint, dated
10. 2.68	Hearing Opened
10. 3.68	Hearing Closed
12.30.68	Trial Examiner's Decision issued
2.27.69	Union's exceptions to Trial Examiner's Decision, dated
2.28.69	Charging Party's exceptions to the Trial Examiner's Decision, received
3. 3.69	General Counsel's exceptions to the Trial Examiner's Decision, received
8.27.70	Decision and Order issued by the National Labor Relations Board
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10.27.70	Petition for review filed by the Company
11.16.70	Board's cross application for enforcement filed
2. 3.72	Decision of the District of Columbia Court of Appeals, filed
3.14.72	Judgment entered by the District of Columbia Circuit Court of Appeals
12.18.72	Order of the Supreme Court granting certiorari, dated

[CAPTION OMITTED IN PRINTING]

TRIAL EXAMINER'S DECISION

Statement of the Case

RAMEY DONOVAN, Trial Examiner: The charge in this case was filed on February 18, 1966 by The Boeing Company, herein the Employer or Boeing. The General Counsel of the N.L.R.B., herein the General Counsel, issued a complaint under date of August 9, 1968 against Booster Lodge No. 405, International Association of Machinists and Aerospace Workers, AFL-CIO, herein Respondent or the Union. The Complaint alleged that in the period October-December 1965, and January 1966, the Union levied fines against named employees and other employees of Boeing in the sum of $450 each for crossing the union's picket lines and working during a union strike against Boeing from September 16, 1965 to October 4, 1965. It is alleged that the above fines were unreasonable, excessive, and discriminatory. Further alleged is that, in the period aforementioned, the Union levied fines against named and other employees for the same reasons described above although these employees had resigned from the Union prior to working during the strike and prior to being fined. These fines are also alleged to be unreasonable, excessive and discriminatory. The complaint additionally alleges that in connection with all the fines in the situations hereinabove, Respondent instituted or threatened to institute legal proceedings against employees who failed or refused to pay the fines. All the aforementioned conduct is alleged to have restrained and coerced employees in the exercise of rights guaranteed in Section 7 of the Act and thereby constituted a violation of Section 8(b)(1)(A) of the Act.

In general terms, Respondent's answer denies the allegations of the complaint aforedescribed although admitting that Respondent "did institute legal proceedings against certain employees who failed or refused to pay fines imposed upon them."

The case was tried before Trial Examiner Ramey Donovan in New Orleans, Louisiana on October 2-3, 1968. All parties were represented by Counsel.

[2] I. Jurisdiction

Boeing is a Delaware corporation with its principal office in Seattle, Washington, and it is engaged in the manufacture of aircraft and aircraft parts at Wichita, Kansas, and at Seattle and Renton, Washington. Boeing also operates a plant at New Orleans, Louisiana known as the Michoud plant, which is the only plant directly involved in this proceeding. The Michoud plant is performing work for the National Aeronautics and Space Administration. It is estimated that in September 1965 approximately 6000 employees were employed at Michoud, of which approximately 1500-1900 employees were in the unit represented by Respondent Union.

Boeing is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. The Alleged Unfair Labor Practices

The Facts

A contract between Boeing "and The International Association of Machinists, AFL-CIO and those of its lodges now and hereafter representing employees of the Company . . ." was in effect from May 16, 1963 to September 15, 1965. Various units of production and maintenance employees were covered by the contract, such as the Seattle-Renton unit; the Atlantic Missile Test Section unit; the Wichita unit. The Seattle-Renton unit included company employees in the unit in the State of Washington and company employees in the unit "at Remote Locations identified with the Seattle-Renton Primary Location. . . ." Following a description of the Seattle-Renton unit the contract states that "Such unit is primarily identified with the Primary Location known as Seattle-Renton and with Aeronautical Industrial District Lodge No. 751 (IAM; AFL-CIO)."[1] A "Remote Location" is defined as "a company operation located in an area away from a Primary Location and designated by the Company as a Remote Location, such as Michoud

[1] Aeronautical Industrial District Lodge No. 751 will be referred to as District Lodge 751.

Plant. . . ." The signatories to the contract were the IAM and Boeing and District Lodge 751; District Lodge 70; and Banana River Lodge 2061.

Booster Lodge 405, herein Lodge 405, which embraces the unit employees at Michoud, was not in existence at the time of the execution of the above contract. At that time, Michoud was a "Remote Location" under the contract, the Primary Location being Seattle-Renton. The unit was identified with the Primary Location and with District Lodge 751, Seattle. Lodge 405 came into existence sometime later in 1963. Lodge 405 is not mentioned in any contract until the contract that was executed in October, 1965.

The contract provides that unit employees who are members of the Union or who become members are required to maintain their membership as a condition of employment. Employees hired after the effective date of the contract, who are not members of the Union, have a specified period [3] in which to give notice that they do not desire to become union members. Such notice, in writing, is to be sent to District Lodge 751 in Seattle, with a copy to the Boeing Corporate Labor Relations Office in Seattle.

Upon the expiration of the contract on September 15, 1965, the Union struck and picketed Boeing at Michoud and other locations. The strike was over economic issues between the parties. The strike ended on October 3, 1965 and a new contract was entered into.

During the strike, certain employees who were in the contract unit at Michoud crossed the picket line and worked. At one time during the period of the contract all these employees were members of the Union. Some of these employees had allegedly resigned from the Union prior to returning to work and all of these alleged resignees had taken their steps of alleged resignation prior to any action by the Union against them because of their return to work during the strike. Another group of the returners-to-work during the strike, who were union members, made no attempt to resign from the Union. The Union made no distinction between the two foregoing groups and, after the strike, it proceeded to try and to fine these employees and to institute legal action to collect unsatisfied fines. There is no evidence that before or during the strike the Union warned employees that fines or any other action would be taken against those who worked during the strike.

Article L, Article XXIV, Section 3, of the constitution of the International Association of Machinists, provides, under the caption, "Improper Conduct of a Member" that:

> The following actions or omissions shall constitute misconduct by a member which shall warrant a reprimand, fine, suspension and/or expulsion from membership, or any lesser penalty or any combination of these penalties as the evidence may warrant after written and specific charges and a full hearing as hereinafter provided:
>
> * * *
>
> Refusal or failure to perform any duty or obligation imposed by this constitution; the established policies of the I.A.M.A.W.; the valid decisions and directives of any officer or officers thereof . . . .
>
> * * *
>
> Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under the constitution, without permission.
>
> * * *

Although the internal due process of the steps taken by the Union with respect to the employees aforedescribed, who had worked during the strike, is not in issue, a brief description of the various steps is appropriate. The record indicates that these steps were initiated in November 1965, or possibly the latter part of October, 1965.

[4] By mail, an employee was notified that he had been charged with violating the constitution of the Union, specifically Article XXIV, Article L, Section 3, "Accepting employment . . . in an establishment where a strike . . . exists. . . ." He was advised of the time and place of his trial before the Trial Committee and the fact that the charges would be read to him and that he could have an attorney who was "a member of the I.A.M.A.W." to defend him. The Trial, it was stated, would proceed if he did not appear.

According to Higgins, business representative of Lodge 405 during the strike and immediately thereafter, and subsequently president of Lodge 405, those employees who did not appear at their trial were fined $450; those who ap-

peared and were found guilty were fined $450;[2] those who appeared before the Trial Committee and said that they were sincerely sorry about what they did and said that they wished to be good union members, had their $450 fines reduced to 50 percent of what they earned by working during the strike.[3] By letter or otherwise, there was no notification to employees by the Union that it had reduced or would reduce the fines to 50 percent of earnings under some circumstances. Higgins states, however, that the foregoing reduction was "general conversation." This appears to be a dubious basis for a factual finding of general knowledge and at best would indicate that some employees, other than those who had actually received such reductions, may have heard of some reductions. Regarding the implementation of the reduction in those cases where it was granted, Higgins states that the Union did not know the earnings of the particular individuals and took their word as to earnings, in arriving at the 50 percent balance.[4]

Some "fleshing out" of Higgins' testimony is to be found in typical letters in the record that were sent by the Union to the employees who were fined. A November 3, 1965 letter, to employees, who had been fined 50 percent of earnings, noted non-payment in full and requested that the employee contact the business representative of the Union regarding payment "since we are now in the process of turning all fines over to our attorney for collection. Failure to do so could cause your fine to be increased to $450 as was noted at your trial." A letter of February 2, 1966, sent to an employee who had been fined $450, and signed by the Union's attorney, states that the matter has been referred

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[2] There is no evidence that anyone was found not guilty. In addition to the fine, the employee, depending on his years of employment was barred from holding union office for periods of 1 to 5 years. Employee Thomas, a witness called by Respondent, whose fine had been reduced from $450 to 50 percent of earnings, during the strike at Boeing, testified that in September, 1968, about 2 weeks before the instant hearing, as a result of his plea of personal hardship to the union membership and to a new administration in Lodge 405, his fine was reduced to $20.

[3] This 50 percent policy, according to Higgins, was initiated in the "first part" of 1966.

[4] In letters notifying employees of the fines imposed, the right of appeal to the president of the International Union, pursuant to the constitution, was mentioned. There is no evidence that any appeals were taken.

to the attorney for collection.[5] The letter then sets forth a demand for the $450 and advises that [5] failure to respond promptly "will require our filing suit against you, with the additional cost to you of attorney fees and courts costs incurred by the Union in the process, plus legal interest."

The record also discloses that the Union cited employees on a petition for money judgment in the City Court of New Orleans. For instance, a citation, dated April 11, 1966, shows the amount as $630 "with legal interest." The figure of $630 was based upon $450 for the fine, plus $180 attorney's fees. Boeing undertook to defend the suits against individual employees but made no general communication of this policy to employees. Thus, the employee cited in the April 11 action, above, contacted Boeing's Labor Relations Manager, Nau, about the citation. Nau referred the employee to the Company's attorney although Nau advised the employee that he could retain his own attorney is he wished.

The Resignations

At an earlier point, one of the categories of employees involved in the instant case was described as alleged resignees from the Union. It is now appropriate to describe and determine the facts regarding the alleged resignations.

Nau testified that, in 1962, in a period when there was a hiatus in the contractual relationship between the Union and Boeing, that the practice was for union members who wished to resign from the Union to send a registered letter to the Union and to the Company, stating that they wished to resign their membership and to have their dues deduction authorization cancelled. Nau states that in past years, including 1962, this practice was recognized by both parties. Higgins testified that there was no provision in the constitution allowing resignation by sending a letter to the Union and no by-laws or practices of Lodge 405 permitting members to resign their memberships. Higgins was then asked by Respondent's counsel about "testimony here by Mr. Nau with respect to an employee who dropped out of membership in Local 405 during the period of time when

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[5] The particular letter was sent to Katz who had allegedly resigned from the Union prior to working during the strike.

there was no contract in effect, in 1963." [6] Higgins testified that no employee "dropped" from the Local but Higgins went on to describe some employee who had never been a member in the first place and, from whom, in any event, the Union had never received a letter.

It is the Examiner's opinion that in the past, in 1963, when the Michoud plant was represented by District Lodge 751, the Michoud plant management, the Labor Relations Manager, believed and so advised personnel when such matters arose, that, in a no-contract period, an employee, who wished to resign from the Union and to discontinue authorization for check off of dues, could do so by writing to the Company and to District Lodge 751, both in Seattle. The extent to which employees availed themselves of this procedure is unclear but apparently no issue arose between the Company and District Lodge 751 [7] on the matter and the Company had no reason to believe that its understanding of the procedure was disputed.

[6] The evidence reveals, in many respects, a general orientation toward Seattle of Company and Union relations at the Michoud plant. This situation arose from the fact that Boeing's corporate labor relations office was in Seattle and that city was also the situs of, and the area embraced by, District Lodge 751. When the 1963-1965 contract was entered into, District Lodge 751 was the union organization representing the Michoud employees. The contract provided in its union security clause that those employees who were not union members and who did not wish to join the Union were obliged to write to the Company in Seattle and to District Lodge 751 in Seattle stating that fact. The Company, in he past, in notices to newly hired employees, set forth the above provisions, including the Seattle addresses of the Company and District Lodge 751. There is no evidence that the contract or the company notices were amended in the above respects after Lodge 405 came into existence at Michoud. Nor is there evidence that, when a new Michoud employee wrote such letters to the Company and to District Lodge 751 in Seattle, Lodge 405 contended that such letters by a Michoud employee were ineffective

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[6] Nau's testimony was as described above.

[7] Lodge 405 was not yet in existence.

under the contract because the letters had not been addressed to Lodge 405.

This Seattle orientation was also present in the 1965 period when the events herein involved occurred. Thus, the contract negotiations for the various units, including Michoud, were conducted on the basis of one contract embracing various units and locations.[8] These negotiations were held in Seattle. Also, in 1965, before the strike, Nau advised his labor relations staff people of the Company's position if confronted with inquiries regarding withdrawals from the Union when, by lapse of the contract, there might be no contractual obligation to maintain union membership. This intra-management communication read:

* * *

1. The Company does not encourage or discourage anyone from withdrawing his membership from the Union . . . .
2. The Company cannot assure the employees that sending a letter will terminate his membership in the Union. However, in the past, the procedure has been to send a registered or certified letter to the Union and to the Company in Seattle stating he wishes to terminate his membership in the Union and to cancel his payroll authorization for Union dues deductions.

   [There are then listed the full name and Seattle address of District Lodge 751 and the name and Seattle address of the Company, to wit, "Corporate Labor Relations Office." Neither the Company's Labor Relations office at the Michoud plant nor Lodge 405 at Michoud were memtioned.

Around September, 1965, various employees at Michoud spoke to their supervisors or other management people about how they could resign from the Union. The evidence reveals that, in substance, they were told that it was necessary to write a registered or certified letter of resignation to the Company and to District Lodge 751 in Seattle. There [7] is no evidence that the Company solicited or initiated withdrawal inquiries or withdrawal action by the

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[8] The subsequent strike occurred at all locations.

employees but the Company did respond to inquiries as aforedescribed.

Beginning about September 16, 1965 and on various succeeding dates in September, over 100 employees wrote, to the Company and to the Union (District Lodge 751) in Seattle, certified or registered letters of resignation. In substance, the writer said that he no longer wished to be a union member or that he was resigning from the Union. By letter of November 4, 1965, Lodge 405 stated to Nau:

> Attached is a list of Boeing employees who wrote certified letters, either to District 751 or Local 405, terminating their membership in the International Association of Machinists and Aerospace Workers. [The list of names attached numbered 235].

Although we have not yet described Respondent's principal contention regarding the resignations, Respondent does make, in its brief, a subsidiary contention that is, in effect, that assuming, arguendo, that employees could resign from the Union, the resignations should have been addressed to Local 405. In support of this position Respondent states that the Michoud employees "signed Local 405 membership application cards and payroll deductions are made locally."[9] To further present the contention in its full strength, the Examiner will also state that there is no doubt that the Michoud employees were members of Lodge 405 in September, 1965, and not members of District Lodge 751.

While it is probably true that from the standpoint of legal precision, Lodge 405 should have been an addressee for the resignations, the evidence which we have described above in detail leaves no doubt in our mind of the substantial history of Seattle orientation of union and management matters at Michoud. The contract that was in effect until September

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[9] Before Lodge 405 came into being the Michoud employees signed District Lodge 751 union application cards. Those who had so signed were not thereafter required to sign Lodge 405 cards when that Lodge came into existence. For a time, after Lodge 405 came into existence, District Lodge 751 cards were used at Michoud but this ceased when Lodge 405 became functional and had its own cards. The evidence indcates that at one time dues checked off at Michoud were remitted to Seattle but, when Lodge 405 came into being, it received the checked off dues directly from the Company.

15, 1965 specifically mentioned only the Seattle offices of the Company and the Union, District Lodge 751 in Seattle, as the bodies to be notified if an employee did not wish to join the Union. This and the other factors we have previously mentioned would not unnaturally lead to the belief that the Seattle formula was also applicable to resignations. Also, there can be little doubt of the fact that the Seattle labor relations office of the Company informed its Michoud counterpart of Michoud communications that it received and that a similarly close liaison existed bewteen District Lodge 751, in some respects the ancestor or parent of Lodge 405, and the latter. The letter of November 4, 1965 from Lodge 405 to Nau fully supports the conclusion that Lodge 405 was fully aware of the resignation.[10]

[8] Respondent's basic position is that the resignations were an exercise of futility and that regardless of where or when they were sent or received, Respondent regarded and regards them as having no effect. Charges were filed and trials conducted against those employees who worked during the strike irrespective of resignations.[11]

The reason advanced by Respondent for disregarding the resignations is, in substance, that there is no provision for voluntary resignations under the constitution or by-laws. The constitution provides that membership may be cancelled where a member is delinquent for 3 months in the payment of dues or special levies. There is also a constitutional provision for honorary withdrawal cards to a member who ceases working at the trade or who becomes a supervisor. Higgins testified that the union position at the time of the purported resignations was that the employees did not have the right to resign from the Union.[12] This continues to be the union position.

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[10] The resignation letters addressed to Seattle, were sent to Lodge 405 and received by the latter about October 15, 1965.

[11] Higgins testified that if an employee had sent in a resignation he was not charged and tried if he had not worked during the strike. The converse was also true, that is, the employee who had resigned, was charged and tried, if he had worked during the strike.

[12] Higgins referred to the constutional provisions above and the absence of any provision for resignation. Higgins did, however, testify that a member could resign "by death."

The Allis-Chalmers Decision and Reasonable Fines [13]

The applicability of the Allis-Chalmers decision to the present case is apparent, but, preliminarily, it is appropriate to describe and to understand the holding in that case since the doctrine of unreasonable fines, which is advanced by the General Counsel in the instant case, is distilled from the Allis-Chalmers decision.

The majority of the Supreme Court held, in substance, that "the body of Section 8(b)(1)[(A)] [which prohibits restraint or coercion by a union of the rights of employees to engage in or to refrain from engaging in union activities as guaranteed in Section 7 of the Act]" does not proscribe "the imposition of fines and attempts at court enforcement . . . ." [14] The Court stated: "Our conclusion that Section 8(b)(1)(A) does not prohibit the locals' action [of imposition of fines and court action to collect the fines] makes it unnecessary to pass on the Board holding that the proviso protected such action." [15] The critical role of court enforcement of fines as a significant factor in appraising the union conduct, and a further [9] indication of the non-determinative role of the proviso in the majority's decision, is found in the comment regarding the fact that one of the local unions in Allis-Chalmers had notified strikebreaking employees that they might be subject to a $100 fine for each day they worked. The Court said that ". . . no inference can be drawn from that notification that court enforcement would be the means of collection. Therefore, at least under the proviso, if not the body of Section 8(b)(1), such

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[13] *N.L.R.B. v. Allis-Chalmers Manufacturing Company*, 388 U.S. 194 (1967).

[14] In reaching this conclusion, the majority had perceived "inherent imprecision" in the words "restrain or coerce" in Section 8(b)(1)(A) and, in its view of the legislative history, Congress did not intend to interdict, as "restraint or coercion" the imposition of fines and court enforcement thereof. The majority also stated that "weak" unions would be disadvantaged if court enforcement of fines were encompassed in the prohibition of Section 8(b)(1)(A) and that therefore it had not been intended to interdict such conduct.

[15] Immediately following the body of Section 8(b)(1)(A), described above, is the proviso "That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein."

notification would not be an unfair labor practice." At another point, it is said that "Assuming that the proviso cannot also be read to authorize court enforcement of fines, a question we need not reach . . . ." [16]

In upholding the imposition of fines and the court enforcement thereof, the Court, in the course of its opinion, at several points used the term "reasonable fine." Thus, at page 183: "Where the Union is strong and membership therefore valuable, to require expulsion of the member visits a far more severe penalty upon the member than a reasonable fine"; at page 192: "There may be concern that court enforcement may permit the collection of unreasonably large fines. However, even where there is evidence that Congress shared this concern, this would not justify reading the Act also to bar court enforcement of reasonable fines." In a footnote on the same page it is stated that "It is not argued that the fines for which court enforcement was actually sought were unreasonably large."

Accordingly, we find an implied requirement that the court enforceable fine must be "reasonable" or not "unreasonably large." Having rejected the position that the high water mark of internal union discipline of members regarding fines or other strictures was the right of expulsion from membership, what remained was the conclusion that a union could fine its members and enforce the fines in court without violating Section 8(b)(1)(A). Since the Act, under the foregoing construction, supplied no standard or limitation on the amount of the fines, the standard of reasonableness, often invoked in legal construction, was apparently invoked as appears from the above excerpts in the Allis-Chalmers decision.

We proceed, therefore, on the basis, as indicated by the Court, that under the body of Section 8(b)(1)(A) the fine imposed and enforced or sought to be enforced must be "reasonable."

The principal or sole point of reference in Allis-Chalmers to determine what is a reasonable fine or one that is not "unreasonably large" is the actual amount and circumstance of the fines in that case. The factual circumstances are most fully described in the Trial Examiner's decision,

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[16] Elsewhere the Court did perceive "cogent support" for its interpretation of the body of Section 8(b)(1)(A) in the provision.

adopted by the Board, and not disputed in the Court of Appeals or in the Supreme Court.[17]

In Allis-Chalmers, Local 28 struck the Company from February 2 through April 20, 1959. On February 24, 1959, 248 notified employees who had crossed the picket line to work that they were subject to a fine of up to $100 per day for each day's activity. Between February 2 and June 30, 1959 charges were filed with 248 against the strikebreakers. By September, 1959, 172 members had been fined $20 to $100. On September 18, 1959, 248 demanded [10] payment of the fines. On October 16, 1948, 248 again asked for payment, citing a Wisconsin case holding that fines were enforceable. On April 21, 1961, 248 notified each fined member of the action of the U.S. Supreme Court in the Wisconsin case and warned that a continued failure to pay the fines would result in the case being turned over to counsel "for civil suit." Local 401 struck at another installation of the Company from February 2 to April 19, 1959. After trial, it fined strikebreakers $100 each on July 11, 1959. On August 29, 1961, 248 took a pilot case to court against a strikebreaker who had been fined $100. Plaintiff was successful on April 26, 1963. Appeal was pending. A suit by 401 against one of its strikebreakers was pending. In 1962, both 248 and 401 had a similar situation as described in earlier years. In 1962, the actions of the Unions were similar to their earlier actions and strikebreakers were fined $35 to $100 by 248 and 401 fined its strikebreakers $100. In 1962, however, there were no threats of court enforcement nor warnings of court action. A high percentage of 148 strikebreakers paid fines in 1962 and all 401 strikebreakers paid.

Aside from initial general descriptions of the factual situation in the case, the Allis-Chalmers decision devotes little space to factual details but is principally concerned with the broad legal issues of the case. Perhaps the most

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[17] Local 248, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, and *Allis-Chalmers Manufacturing Company*, 149 NLRB '67, 75-76; *Allis-Chalmers Manufacturing Company v. N.L.R.B.*, 258 F.2d 656, 657 (C.A. 7); *N.L.R.B. v. Allis-Chalmers Manufacturing Company*, 388 U.S. 194, 192, ft.n. 30.

specific comment made by the Court about the actual fines in Allis-Chalmers is as follows: [18]

> The notification by Local 248 to its strikebreaking employees that each day they continued to work might constitute a separate offense punishable by a fine of $100 was sent only to members of Local 248, not those of Local 401, and only during one of the two strikes called by Local 248. The notification was sent only to those employees who had already decided to work during the strike. Most important, no inference can be drawn from the notification that court enforcement would be the means of collection. Therefore, at least under the proviso, if not the body of Section 8(b)(1), such notification would not be an unfair labor practice. It is not argued that the fines which court enforcement was actually sought were unreasonably large.

An appraisal of the factual situation in Allis-Chalmers sheds little light upon what standards the conclusion was reached, as it quite apparently was, that the fines were reasonable or not unreasonably large. All we know is that, in that case, fines of $20 and $100 on strikebreakers, who worked during two strikes that lasted over two months each, was reasonable. We do not know if the Court would regard the actual imposition, as threatened in Allis-Chalmers, of a fine of $100 per day for each strikebreaker, as reasonable. It is this lack of a standard or guideline in determining reasonableness that presents a problem. And this is a problem that may arise in every case involving fines and threatened or actual court enforcement of the fines. We can conclude that, in those cases that arise where the striker lasts more than 2 but less than 3 months and the fine is $20 or $100, the fine is reasonable.[19] [11] But suppose the fine is $150, $200, $300, $400 or some other figures for a strike of similar duration. What is the standard in a one month strike, a six month strike or a strike of some other

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[18] Page 192, ft.n. 30.

[19] To be on all fours with Allis-Chalmers, the comparative strike situation must also include a warning of fines to individual strikebreakers during the course of the strike and not deferment of threats of, or imposition of, fines until after the strike.

duration. In this connection, the basic nature of the problem was recognized by the dissenting justices in Allis-Chalmers in the following observations (page 204):

> In this case, each strikebreaking employee was fined from $20 to $100, and the Union initiated a 'test case' in state court to collect the fines. In notifying the employees of the charges against them, however, the Union warned them that each day they crossed the picket line . . . might be considered a separate offense punishable by a fine of $100. In several of the cases, the strikes lasted for many months. Thus, although the Union here imposed minimal fines for the purpose of its 'test case', it is not too difficult to imagine a case where the fines will be so large that the threat of their imposition will absolutely restrain employees from going to work during a strike . . . of course, as the Court suggests, he [the fined employee] might be able to defeat the union's attempt at judicial enforcement of the fine by showing it was 'unreasonable' . . . but few employees would have the courage or the financial means to be willing to take that risk (citation omitted)."[20]

In his brief, the General Counsel, recognizing, at least in some degree, the decisional task of determining what is a reasonable fine, states that "Since neither the Board nor Courts have established any criteria in this type case for determining what constitutes a reasonable fine, all relevant factors should be considered." We would agree with this observation although the "relevant factors" are almost as recondite as what is "reasonable" since the Court has not informed us what are the hallmarks of reasonableness. If

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[20] Aside from these observations, the contests, of whether particular fines in particular strikes of various types and duration are unreasonable or not, could find their way individually to the Board. Without a standard by which to determine reasonableness, this task could be formidable. Conceivably, the administrative task could be lessend by deciding that almost any duly enacted fine, short of outright confiscation, was reasonable but leaving to a patchwork of state court decisions the determination of whether the particular court would actually enforce a fine that it might consider unreasonable or excessive. Surely this approach cannot be recommended as the lot of individual employees covered by Section 7 of the Act and by Section 8(b)(1)(A) even as the latter has been interpreted in Allis-Chalmers.

we knew even one standard of reasonableness as to the Allis-Chalmers fines, the relevant factors therein could be determined. All that can be said is that in that case, where strikebreakers worked about 2½ months and earned possibly between $2.50 and $3 per hour, or possibly $1,000 overall, whereas if they had not worked as required by the union rules they would have earned nothing or would have received possibly appreciably less in strike benefits, a fine of $100 or $20 and court action thereon is reasonable. But, again, at the risk of belaboring the point, what is reasonable if the fine was some other amount or if the strike was of different duration.[21]

[12] The various factors, submitted by the General Counsel as relevant in assessing the reasonableness of the fines in the instant case and as supporting his contention that the fines were unreasonable and excessive, are as follows:

The General Counsel cites Section 8(b)(5) of the Act. This section provides that it is an unfair labor practice for a union, in situations where a contract requires union membership as a condition of employment, to require payment of a membership initiation fee in an amount "which the Board finds excessive or discriminatory under all the circumstances. In making such a finding, the Board shall consider, among other relevant factors, the practices and customs of labor organizations in the particular industry, and the wages currently paid to the employees affected."

It is therefore argued, in effect, that the wages of the strikebreakers and other economic factors pertaining to them should, by analogy to the factors deemed relevant in Section 8(b)(5); be considered in the instant case.

While we do not have a Section 8(b)(5) situation before us[22] and cannot say that the standards set forth in that

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[21] We mention amount of the fine and duration of the strike because these were the only factual elements that appear in Alli-Chalmers. The Court evinced no interest in any other factors and did not comment specifically on either factor that was present other than to observe that no one had argued that the fines were unreasonably large. As we shall see, there are other considerations that have at least potential relevance on the question of what is a reasonable fine.

[22] Fairly typical Section 8(b)(5) cases are: *Television and Radio Broadcast and Studio Employees, Local 804 . . . (Triangle Publications, Inc.)*, 135 NLRB 632, enforced 315 F.2d 398 (C.A. 3); *Local 839, Motion Picture Screen Cartoonists (I.A.T.S.E.)*, 121 NLRB 1196.

section govern the instant case, the considerations in that section, and in the decisions applying it, do manifest, in some degree, congressional, Board, and court thinking on the matter of unreasonable or excessive union fees. An initiation fee and a fine are of course distinguishable but both represent an exercise of union power as to membership obligations of employees; and regarding the initiation fees, at least, we have some guidelines by which a fee is judged reasonable or excessive.

The employees involved in the instant case normally earned approximately $2.38 to $3.63 per hour which would mean about $95 and $145 per 40 hour week, respectively. The fines were $450, although under certain conditions described earlier in this decision, individual strikebreakers had obtained a reduction from the $450 fine to a fine in the amount of 50 percent of the strikebreaker's earnings at Boeing during the strike.[23]

It is pointed out by the General Counsel that the $450 fine alone, even without the $180 attorney's fee for a total of $630, is more than 4½ times the weekly earnings of the lowest paid strikebreakers.[24] [13] We ourselves likewise observe that 450 is more than double the weekly earnings of the highest paid strikebreaker. The General Counsel also characterizes $450 as "exorbitant" when compared with the union's initiation fee of $10 and the monthly dues of $5.60 or $66 per year.

Another factor that the General Counsel urges as supporting the contention that the fines were unreasonable is the fact that Hurricane Betsy had struck the New Orleans area a week before the strike. The hurricane caused extensive damage in the area, affecting among others, the employees, their homes, families, possessions, and transportation. The record does not show how much each

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[23] Atypical and not properly part of the general picture of the amount of the fines, is the case of a strikebreaker who, in 1968, two weeks before the instant hearing, secured a reduction in his fine to $20., *supra*.

[24] In using the term "strikebreakers" to describe employees who worked during the strike, no value judgment is intended. We use the term simply as a convenient one word description rather than the longer phrase of "employees who worked during the strike." Both the majority and the dissenting opinions of the Supreme Court in Allis-Chalmers used the term "strikebreaking employees" is referring to those who worked during the strike.

individual strikebreaker, over 160 in number, was affected by the hurricane nor how the more than 10 times as many employees who did not work during the strike were affected. There is testimony from a few strikebreakers as to how they were affected by the hurricane.[25] In some degree the testimony may be regarded as illustrative of the type of problems that beset people in the area, involving strikebreakers and non-strikebreakers. Undoubtedly some people suffered more an dsome less but unless an individual survey was made of some 1500-1900 employees in the unit, we can do little more than conclude that the hurricane adversely affected the area and its people from the economic standpoint.

In the same connection, the record shows that the Michoud plant was severly damaged by the hurricane and was closed for 3 or 4 days, reopening just a matter of a few days before the strike. Nau had spoken to Higgins with regard to the impending multi-unit strike by the Union against Boeing. Nau urged that, in view of the effect of the hurricane on the Michoud plant and its employees, Higgins should request the International Union to exclude the Michoud plant from the coming strike against the various Boeing installations. Higgins responded negatively.

Higgins testified that the Union did take the hurricane situation into consideration regarding the fines. He states that he personally had thought that the fines should be more than $450 because he believed some strikebreakers had earned more than $450 by working during the strike. The reduction of the $450 fines to 50 percent of earnings during the strike was attributed by Higgins to consideration of the effects of the hurricane on employees. We believe that this may be partially true but the reduction was due to other factors also and the reduction did not apply ipso facto simply on the basis that all strikebreakers had been affected by the hurricane. Thus, as earlier, described, the reduction of the $450 fine, to the 50 percent of earnings basis, was not accorded to all strikebreakers but only to those who appeared at their trial, confessed their wrongdoing, and affirmed a desire to be good union-members in the future.

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[25] For instance, 30 inches of floodwater in the home, destruction of lifetime possessions and property, large family in stringent financial straits for basic necessities.

No notice was issued that the above formula was being or would be followed.[26]

[14] We have before us, therefore, a variety of factors that, the General Counsel asserts, demonstrate that the fines in the instant case were unreasonable. These factors include the amount of the normal earnings of the employees and the normal dues and initiation fees, as well as the severe economic consequences of a hurricane that struck the area shortly before the strike.

It is our opinion that normal earnings and the amount of the regular dues and initiation fees are relevant considerations. The normal earnings are particularly important in a situation, such as here, where the charges and fines did not occur until after the strike and where there were no prior warning of a specific fine for working during the Michoud strike or of the possible amount of the fine.[27] It is apparent that such fines will probably have to be paid from normal earnings and that whatever earnings there were during the strike were probably spent as normal living expenses, without saving part thereof for an expected future fine of $450.

From the standpoint of the Union, however, a more important consideration would be that the strikebreakers received earnings during the strike. These earnings were received as a result of violating membership obligations not to work during the strike and the strikebreakers' earnings are in contrast to the lack of earnings of the loyal union members.[28] It is thus apparent that both normal

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[26] Both the Union and the Company had taken steps to relieve suffering caused by the hurricane. Upon application by an individual and after investigation, a special fund set up by the International Union was the source of payments of $124 to employees who were seriously affected by the hurricane. Thomas, a witness called by the Union, who was a strikebreaker, testified about there being 30 inches of water in his house as a result of the hurricane and about he and his wife and eight children then sleeping on the floor of his uncle's apartment, occupied by his uncle's own large family. Thomas applied to the Union for the $124 relief and his uncontroverted testimony is that Higgins told him he was not eligible since he worked during the strike.

[27] Respondent, moreover, had never before fined any of its members.

[28] The strike occurred through 18 calendar days, including 3 Saturdays and 3 Sundays. Different strikebreakers, of course, had different rates of pay and worked either a few days or many days during the strike. As provided in the expired contract, bonus or premium rates were earned by some employees for

earnings and earnings secured during the strike are relevant considerations in evaluating the reasonableness of the fines.

As to normal dues and initiation fees of the Union, they, like normal earnings, have relevance because they are indicative of the amount of the economic obligations that normally exist between the Union and its members. For dues of $5.50 per month or $66.00 per year, the normal financial obligation of a member to the Union is discharged. From such a standpoint, a fine of $450 is a major escalation in financial obligation.

Then we come to the economic consequences of the hurricane and the attendant economic and personal pressures therefrom that had been placed upon individuals who worked during the strike. The difficulty of assessment in this area as to relevance on the amount of the fines is apparent. In promulgating or administering a penalty where a large number of individuals is involved there are two somewhat conflicting considerations. One consideration is a desire for uniformity in order to avoid contentions of partiality but another consideration is the desire to assess guilt on an individual rather than on a group basis. Uniformity also makes for ease of administration as contrasted with the time and difficulty entailed in [15] arriving at varying individual penalties. Does a reasonable fine in the instant case necessitate a differentiation between two strikebreakers, one with three children and one with eight. Suppose one strikebreaker had a dependent mother-in-law and a spastic child requiring special medical attention. Should the fine be different for a man who had 30 inches of water in his house whereas another had only 2 inches. All sorts of differentiations are possible, including values of destroyed or damaged cars, furniture, and so forth that varied in individual case; children or no children; working wives and many types and degrees of individual financial obligations. How is the adjudication in any of the foregoing types of situations of strikebreakers to be affected if the non-strikebreakers had equivalent or greater numbers of children, personal problems, and damage to property.

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weekend work or for work properly classed as overtime. Varying pay rates, lesser or greater days worked, plus the existence or non-existence of premium pay in individual cases, would give a wider range of earnings.

Perhaps a conclusionary and determinative assessment of the various factors of normal earnings, initiation fees, dues, strike earnings, hurricane, individual situations of strikebreakers, as guidelines to what is a reasonable fine, is not necessary. None of these elements were presented to the Court in Allis-Chalmers and as far as appears the Court evinced no interest in such real or potential factors in arriving implicitly at its conclusion that the fines in that case were reasonable or not unreasonably large. It can be said that since the firms in Allis-Chalmers were $20 and $100 for working during a 2½ month strike, the instant fines of $450 for working during an 18 day strike were unreasonable. It can also be said that in the cited case there was ample advance warning not only that strikebreakers would be fined but also that the fines could be severe.[29] In the instant case there was no warning before or during the strike that fines would be imposed and, of course, no indication of the amount of severity of the fines.

While the foregoing approach is temptingly available, the Examiner believes that the parties, as well as other employees, unions, and employers, are entitled to some explication of what are the elements that make one fine in one strike reasonable and which factors in another strike might make certain fines unreasonable. It scarcely is helpful or enlightening to conclude that only a $20 or $100 fine is reasonable regardless of the length of the strike and regardless of other factors that we have touched upon above. A fine of $100 in a one day strike and a fine in the same amount for working during an 8 month strike are surely not the same as to reasonableness even if we disregard every other variable factor.

A determination of whether the instant fines are reasonable or unreasonable should itself be based on a formula that has a reasonable basis. The reasonableness of the basis or standard will be the more evident if it is reasonable not only with respect to the instant case but has general applicability to other strikes and to other strikebreakers. A measure of predictability in such situations would certainly be of help to employees, unions, employers, to the General Counsel of the Board, and to those charged with

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[29] At one point the Allis-Chalmers strikebreakers had been notified that their activities could subject them to a fine of $100 per day worked.

adjudicatory responsibilities. While Allis-Chalmers may have decided reasonableness in that case, the lack of explication of any basis for the conclusion limits its general applicability as a guideline.

[16] A fine by its nature and definition is a punishment. Punishment has the elements of retribution, deterrence, prevention and reformation. The latter three elements are generally accorded greater weight in our contemporary society than is retribution in dealing with non-conformity or wrongdoing in the various facets of human conduct. In a regulatory and remedial statute such as the Act the sanctions are not punitive or retributive in nature. We therefore are of the opinion that while the Supreme Court found that the Act vested in a labor organization the protected right under the Act to impose reasonable fines and to seek court enforcement thereof, it was not intended, we believe, that such fines should be punitive or retributive. This conclusion, in some degrees, finds confirmation in the fact that the Court used the term "reasonable" in connection with fines.[30]

Since we believe that the fines with which we are concerned should be essentilly deterrent in nature, the question is, how much deterrence. A deterrent can be total or virtually total or it can be partial or less than total. Without reference to larger fines, it would appear that a fine of $100 per day and court enforcement thereof on a strikebreaker, earning average industrial wages, is a total deterrent to any union member working during the strike. We also believe that a fine in the total amount of what the strikebreaker earned by working during the strike is a total deterrent.[31] There can be a variety of fines that are less, in effect, than total deterrents but are nevertheless deterrents in varying degrees. Probably fines in amounts of more

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[30] It is probably true that a punishment such as a fine may have an inherent punitive element. The deterrent factor, however, is properly predominant as contrasted with a situation where far and beyond any reasonably deterrent, it is evident that a puntive result is being imposed.

[31] Employees who are warned before or during the strike of fines of the two aforementioned types would normally not work, especially if there had been a few test cases with such court awards staring them in the face. Such fines, if imposed after the strike, without prior warning would deter working in any future strikes.

than 50 percent of earnings during a strike but less than 100 percent are also total deterrents for all practical purposes. This is most evident if the percentages exacted are 80 or 90 percent. The more difficult question arises when the percentage is 50 percent or some percentage above or below that figure.

Before endeavoring to discern whether the Supreme Court was speaking of a reasonable fine in terms of total or partial deterrence, it should be made clear that the Examiner believes that the Allis-Chalmers doctrine of reasonable fine is most appropriately interpreted in terms of the relationship of the amount of the fine to the earnings of the strikebreakers during the strike. We believe that such a standard, given the Allis-Chalmers decision regarding the right to impose and to collect fines in court, is basically equitable. The elements of normal earnings in non-strike periods, the amount of initiation fees and dues and other factors, are taken into consideration in determining what percentage of strike earning may be assessed by fine. If the percentage of earnings during a strike, that can be properly extracted by a fine, can be determined by some equitable standard, then we are prepared to submit such a fine as being the reasonable fine contemplated by the Court in Allis-Chalmers. Further, if such a standard of formula can be evolved it would be readily [17] understandable by employees, unions, employers and all other concerned parties interested in their respective rights and obligations in this matter of fines.

Having previously narrowed the nature of the fines that concern us to fines that are deterrents, we return to our consideration of whether the deterrence envisaged by the Court was total deterrence from any work during the strike or less than total deterrence. The resolution of this matter is initially essential since if the Court was sanctioning total deterrence then a fine of 100 percent of total earnings might be the reasonable fine envisaged, with any greater amount of fine being unreasonable. Conversely, if the Court did not contemplate total deterrence, our problem is to ascertain the percentage of earnings extracted by fine that equates with the degree of partial deterrence that the Court would consider reasonable.

An important portion of the reasoning of the majority of the Court in reaching its basic decision in Allis-Chalmers was the strong and weak union analogy. Thus,

> It is no answer that the proviso to Section 8(b)(1)(A) preserves to the Union the power to expel the offending member. Where the Union is strong and membership therefore valuable, to require expulsion of the member visits a far more severe penalty upon the member than a reasonable fine. Where the Union is weak, and membership therefore of little value, the Union faced with further depletion of its ranks may have no choice except to condone the member's disobedience [unless it can impose fines and enforce them in court]
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> * * *
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> At the very least it can be said that the proviso preserves the rights of unions to impose fines as a lesser penalty than expulsion . . .
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> . . . to interpret the body of Section 8(b)(1) [as applying to the imposition and collection of fines but not to expulsion would be making a distinction between court enforcement and expulsion [which] would have been anomalous . . . such a distinction would visit upon a member of a strong union a potentially more severe punishment than court enforcement of fines, while impairing the bargaining facility of a weak union by requiring it either to condone misconduct or deplete its ranks.

The concurring opinion of Mr. Justice White who constituted the fifth member of the court majority is based almost exclusively on the strong and weak union reasoning, above, in Mr. Justice Brennan's majority opinion. The same reasoning was also the subject of critical comment in the dissenting opinion written by Mr. Justice Black and concurred in by three other justices.

Our attention to the strong and weak union comments of the Court is based on our interest in the question of whether they tell us anything about the Court's views on deterrence. Evidently the Court views a "strong" union as one that posesses a deterrent power over its members [18] that a "weak" union does not possess. A strong union, according to the court, is one whose membership the members view as "valuable" and therefore expulsion is a more severe penalty than court enforcement of fines. A

weak union is one where membership is of "little value" to the members and therefore expulsion is no deterrent.

If, as the Court states, expulsion from a strong union is a more severe penalty than a court enforced fine, then such expulsion or power to expel by a strong union is probably equivalent to total deterrence. In other words, when the strong union, of which the court speaks, strikes an employer, the union members will not work because the Union cannot only fine strikebreakers and enforce the fine in court but can, if it chooses, impose the greater penalty of expulsion from membership. If expulsion is a greater penalty than the court enforced fines then the loss of membership can probably be presumed to be a greater economic loss to the member than would a court enforced fine. It is doubtful than in the majority of cases unadulterated loyalty to the Union or sentimental attachment to the concept of membership is the element that makes loss of membership a greater penalty than a court enforced fine. Moreover, the Court in describing a strong union as one where the membership was "valuable" was using a term not generally used to describe pure loyalty or sentiment. The Court, in the same sense, described a weak union as one whose membership was of "little value." Nothing was said about comparative loyalty of members in different unions but the comparative description was solely in terms of the value of the memberships. Perhaps it may be said that the aforementioned strong union in a plant, since it would have secured better contract terms than would a weak union, was in that sense the Union whose membership was more valuable. This is true to some degree but the same beneficial contract terms would continue to accrue to the member expelled for strikebreaking so that expulsion, realistically, in such a situation, would not be a penalty that was greater than a court enforced fine.

It is reasonably apparent, in our opinion, that the strong union, membership in which is so valuable that expulsion therefrom is a greater penalty than court enforced fines, is most likely a craft union in an industry where membership in that union is essential to secure or to retain employment.[32] Expulsion from membership is therefore a severe

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[32] The efforts of minority groups to secure membership in certain unions is explainable primarily on the ground that employment in certain trades is not a

penalty and greater than court enforced fines. In such situations a high [19] degree of discipline is possible and there is little or no strikebreaking activities by members. We therefore conclude that expulsion from a strong union, which the Court described as a greater penalty than court enforced fines, is, for all practical purposes, equivalent to total deterrence to strikebreaking activity by members. The question then is, did the Court, while, in effect, recognizing that expulsion from a strong union was an exercise of total deterrence, intend or contemplate that a reasonable fine was one, the amount of which would totally deter strikebreaking, for instance, a fine of $100 per day. Or was a reasonable fine to be a fine that would deter strikebreaking but not totally eliminate any possibility that any member could, as a practical matter, work during a strike.

For several reasons, it is our opinion that the Court contemplated that a reasonable fine was one that would be less than a total deterrent to working during a strike. As we have seen, the expulsion of a member from a strong union is, in effect, total deterrence to strikebreaking or any other internal rule violation. But the Court, recognizing the aforementioned power of the strong union, said that the strong union could impose a lesser penalty than expulsion, to wit, fines and court enforcement thereof. By the same token, it was concluded that the weak union could seek court enforcement of fines because this was a lesser penalty than expulsion. Since expulsion by a strong union is equivalent to total deterrent and since the Court referred to court enforcement of fines, as a lesser penalty than expulsion, then a reasonable fine, enforceable in court, should not be so large in amount that it is equal to total deterrence. If

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practical possibility without union membership in specific unions. There are two aspects of the foregoing. One is the problem of the untrained and inexperienced to gain admission to the union apprenticeship program and then to become full-pledged journeymen. The other is that of a trained and experienced worker to gain union membership since membership is as essential to him as to the untrained. Under the Act, of course, membership in a union cannot be required as a condition of securing employment and in a union security contract retention of employment may not be dependent on union membership if that membership was denied or terminated on some ground other than the non-payment of initiation fees and dues. Legally, therefore, expulsion from union membership for anything except non-payment of dues is difficult to describe as a penalty more severe than court enforced fines.

this is not so, court enforced fines are not lesser penalties than expulsion by a strong union.

Another reason, for believing that a reasonable fine is one that is less than a total deterrent to any union member working during a strike, is the fact that, under the Act, the right to strike and to shut down the employer's operation is not unlimited. The Supreme Court has held that during an economic strike an employer has a right to protect and carry on his business by hiring permanent replacements for the strikers.[33]

In a less developed period of industry where a relatively high proportion of work was unskilled, the employer might effectively exercise his right to try to carry on his business by hiring people off the street, who had no particular skill or experience in the employer's operation. The employer could, of course, also employ striking employees who returned to work during the strike but, even if all strikers remained on strike, the employer still could resort to hiring replacements off the street. Today, to a great extent, many employers, including probably Boeing at the Michoud plant, could not operate in any degree, in a strike, as allowed by the Mackay decision, if all the regular experienced employees were subject to court enforced fines so large in amount that the total deterrence would exist as to any union employee who might, for him own reasons, wish to work. It is one thing for a union and its members, through loyalty, dedication, conviction and solidarity, to strike and to voluntarily remain on strike and thereby exert maximum economic pressure by closing down a plant completely, but it is another thing to obliterate all aspects of [20] individual freedom by court enforced fines of a private organization when the fines are so large in amount that no member could work. Section 7 and Section 8(b)(1)(A) of the Act underwent some attenuation in Allis-Chalmers but it is doubtful that they disappeared completely. If there is one thing reasonably clear regarding the enactment of Section 8(b) of the Act in 1947, it is that the Section was intended to prevent a union from affecting the employment of employees

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[33] *N.L.R.B. v. Mackay Radio & Telephone Co.*, 304 U.S. 333. In effect, this principle rejects the contention that the employer, by hiring strikebreakers, and thereby carrying on his business during a strike, is interfering with the right to strike, particularly since replaced strikers may lose their jobs.

except in the narrow area of nonpayment of dues under a union shop contract. A fine that is so great that it is an absolute deterrent to working prevents an employee from working and deprives him of employment. Again, if the fine is *per se* a total deterrent then we have total deterrence and this result is inconsistent with the court's definition of a reasonable fine as a lesser penalty than expulsion by a strong union, the expulsion being, as previously described, equivalent to total deterrence.

A further consideration in reaching the conclusion that a reasonable fine is less than a total deterrent is the nature of a union and its relationship to employee members. The union's strength, except in a non-free society, ultimately and in the long run, depends on the voluntary support and loyalty of its members. The objective of fines or other discipline would seen to properly be the rehabilitation of recalcitrant members into loyal members rather than further or complete alienation of the recalcitrants. The good and the bad members of the Union will continue to be employees in the plant represented by the Union. A reasonable fine, imposed on strikebreakers, that deters such activity, would appear more consonant with the term reasonable fine as used by the Supreme Court than would a fine so large in amount, accompanied by court enforcement and costs, that it is a total deterrent which quite possibly could completely alienate the member from any voluntary cooperation with, or support of, the Union thereafter.

As previously stated, it is our opinion, that a reasonable fine, in the context in which we are considering the term, should be based on a relationship of the fine to the strikebreaker's earnings during the strike. We have rejected, for reasons stated, total deterrence as compatible with a reasonable fine. This would eliminate a fine that is equivalent to 100 percent of earnings during a strike and it would eliminate any fine in a greater amount than such total earnings. The reasonable fine is, we believe, equitable and conveniently defined as a percentage of the strikebreaker's earnings, where the percentage of the earnings encompassed by by the fine is large enough to deter the normal employee from violating his obligation as a union member to refrain from working during a duly authorized strike but not so large that it completely eliminates, as a practical matter, all freedom of choice on the part of the employee to exercise

some measure of individual freedom as guaranteed under Section 7 and 8(b)(1)(A) of the Act.

Governed as we are by the Allis-Chalmers decision, it is apparent from the decision that a reasonable fine in the Court's contemplation was to be more than a token demonstration that the Union could impose some court enforced fine. The Court's focus on the situation of a "weak union makes it clear that the court enforced fine was to be a genuine deterrence to strikebreaking although, as we have previously stated, less than an absolute deterrence.

It is apparent that the choice of some specific percentage of earnings as being the reasonable fine contemplated by the Court will appear to be an arbitrary choice and, in a sense, the charge will be correct.

[21] But this is true of all line drawing. The Board requires a 30 percent showing of interest by a petitioning union before it will process a petition for certification as collective bargaining agent. The percentage is 30, not 29, 25, 31, 35 or some other figure. Individuals attain majority at 21, not 20 years and 6 months or at some other age. Voters must reside in a jurisdiction for 30 days, 3 months, 6 months or some other period before they may exercise their franchise.

It is the Examiner's opinion that a fine of 35 percent or less of a strikebreaker's earnings at his regular straight time rate is presumptively, a reasonable fine. We also believe that a fine of 80 percent or less of overtime or premium pay, earned by a strikebreaker, which he would not normally have earned but for the fact that his fellow union members were engaged in an authorized strike, presumptively, is a reasonable fine. We believe that a total fine embracing some earnings at the 35 percent or less rate and some earnings at the 80 percent or less rate is, presumptively, a reasonable fine.

The 35 percent or less rate on regular earnings is, in our opinion, an effective deterrence but not a total deterrence. If a strikebreaker's rate is $3 per hour and he works 5 days, 8 hours a day for 40 hours, his gross earnings are $120. Assume his normal deductions leave him $100 net pay. A fine of 35 percent on $120 in earnings is $42. His net take home pay is therefore $58. Taxes and other deductions will have been paid on the entire $120 he earned. His take home pay of $58 is equivalent to $1.45 per hour or less

than half his normal rate and less than the Federal minimum wage. His normal working expenses of transportation to and from the job, lunch, and work clothes would continue, of course, and would have to be paid out of his $58 take home pay. It is one thing to bear the foregoing expenses when the take home pay is $100 but it is something else when the same expenses are borne by $58 in take home pay.[34] It is also to be observed that the reality of all the foregoing factors would be evident whether there is specific warning of the fine before the commencement of the strike or whether the fine is imposed during the strike or after the strike. The financial impact might well be greatest where, without prior specific warning, the fine is imposed after the strike. In such situations the average strikebreaker would probably have used all or most of his earning to meet day to day needs of himself and his family without making provision for payment of a fine. His normal earnings would therefore be important.

An additional element that is relevant in establishing what constitutes a reasonable fine is the fact that in addition to the fine, the strikebreaker, during and after the strike, is usually subjected to considerable pressure by his fellow employees who remained on strike. Scornful epithets and remarks as well as alienation from friends or acquaintances both at work and in the community can be some of the pressures which the strikebreaker may incur. These pressures are not to be underestimated. The combination of such pressures or the prospect of such pressures when combined with the warning of, or the actuality of, a court enforceable fine of 35 percent or less of strikebreaker earnings, in our opinion, constitute a genuine deterrence. In the illustration which we gave previously, the employee might well conclude that the $58 a week to be garnered by going to work during the strike was not worth the candle.

[22] We there have little doubt that the formula regarding fines that we have described above and which we propose to apply herein is a genuine deterrence and that a maximum in excess of 35 percent of earnings would tip the scale in the direction of total deterrence, a result not

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[34] Using the same figures as above but assuming a fine of 50 percent of earnings instead of 35 percent, we have the following: Take home pay of $100 after normal deductions; 50 percent fine on $120 earnings; or $60; net take home pay is $40, equivalent to $1 per hour.

compatible, as we have explained, with the concept of a reasonable fine.

The next aspect of the formula to be considered is whether a 35 percent maximum is itself too much of a deterrence and too close to total deterrence. We would answer in the negative. Despite the fact that the formula provides a real deterrence, the individual employee could decide, in the illustration we gave, that while $58 in pay was not much for a week's work, it was to him and his family better than being at home or on a picket line with no earnings. Individual circumstances would undoubtedly enter into the decision. If the individual was convinced that he did not agree with the merits of the issue over which the strike had been called, this could be a factor in his decision. If the needs of a man's family were acute, this could be a factor. A man with substantial seniority might be concerned that he might be permanently replaced by the employer if he remained on strike. In some individual cases, various factors or a combination thereof might be enough to persuade the individual that the reasons for working were greater than the deterrence. In other cases, the deterrence to going back to work would prevail. And it is this kind of a picture, which we believe is reasonable accurate, that illustrates the difference between a partial, though genuine, deterrence and a total deterrence. We further believe that such a deterrence comports with the concept of a reasonable fine and that the formula described for fixing the fine is calculated to result in the aforementioned reasonable fine.

In stating what we considered to be the standards of a reasonable fine we used two figures. One figure was up to 35 percent of earnings of the strikebreaker which he earned at his regular rate of pay for his normal work day. The other figure was up to 80 percent of earnings of the strikebreaker earned at premium pay which normally he would not have earned but for the strike. The differentiation is based on the following considerations. There is, as we have seen, a combination of rights and interests that are to be balanced as equitably as possible in implementing the Allis-Chalmers doctrine that a union may impose a court enforceable reasonable fine. The strikebreaker, being an employee, has certain rights under the Act as does the employer and the Union. The fine at 35 percent of earnings

for work performed at regular rates for the normal work day [35] was, as pointed out, a genuine deterrence but not a total deterrence. The employee strikebreaker, albeit deterred from doing so by the 35 percent fine, could, nevertheless, work the same amount of time, at the same rate, with the same gross earnings as would have been the case but for the strike. By the same token, the employer would receive from the strikebreaker the same amount of work hours at the same pay as would have been the case but for the strike. The union's interest in defeating or minimizing the performance of work by its members during the strike is reasonably protected by the court enforceable fine of up to 35 percent of normal earnings. As pointed out previously, this fine is a genuine deterrence but not a total deterrence. As to some individuals the deterrence will prevail and they [23] will not work. Other individuals may react differently but there is, in our opinion an equitable balance of all factors and interests and that is our definition of the reasonable fine referred to in the cited case.

However, when the strikebreaker, instead of performing his normal amount of work at his regular rate, which would have been his right and custom but for the strike, performs overtime work in excess of 8 hours per day and 40 hours a week and works on week-ends so that he earns premium pay, a different situation exists. The strikebreaker is now profiting by the strike and is the recipient of what may be termed a windfall. He is no longer earning what he would have earned but for the strike but is affirmatively profiting by reason of the fact that his fellow union members are on strike and are obeying the union rule against strikebreaking, a rule which, of course, he is not obeying. He is no longer exercising simply the normal "right" of an employee to work as he would have worked but for the strike.

For each strikebreaker who is working at his normal rate and hours, there may be two, three, five, ten or more strikers who are not working at all. By working even at his normal rate and hours, the strikebreaker is affecting,

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[35] In other words, we are referring to a strikebreaker who before the strike worked 8 hours a day, 5 days a week at, for instance, $3.00 per hour. During the strike he works under the same conditions as to hours, days, and wage rate.

in some degree, the efficacy of the strikers' lawful strike. But the 35 percent fine, being a genuine deterrence, is in our view, a reasonable weapon in such situations since it will deter some, perhaps many, potential strikebreakers, but, being less than a total deterrence, it is not absolute. However, by working overtime at premium rates, the strikebreaker is materially going beyond protection of his own right to work normally and he is affirmatively performing not only his own normal work but is also performing the work of one or two strikers. This, of course, infringes substantially on the union's interest in waging an effective strike as the representative of the employees and it infringes on the rights of the strikers whose work is being performed by the strikebreaker in addition to his own normal work. When the strikebreaker performs not simply his own normal amount of work but the work of one or two strikers, he is, in a sense, cancelling the effect of the strikers' refusal to work and nullifying the effectiveness of the strikers' exercise of the right to strike. And the strikebreaker, whom we are discussing is, of course, a member of the Union, who by performing even his own normal work during the strike, has violated the rules of his union.

The foregoing reasons, therefore, are the basis of our use of a fine of up to 80 percent of earnings at premium pay which normally would not have been earned by the strikebreaker. We believe that the higher deterrence inherent in this aspect of the strikebreaking situation, although even here less than total deterrence, is equitable and, presumptively, constitutes a reasonable fine. Let us illustrate the matter by using the same hypothetical strikebreaker whom we used previously.

Assume the strikebreaker normally works 8 hours a day, 40 hours a week, at $3 per hour. His gross pay is $120. After normal deductions he would take home $100. He is fined at the 35 percent of earnings rate or $42. His net take home pay is, therefore, $58. However, assume that in addition to his normal amount of work and pay, he worked 20 hours overtime during the week at a premium rate of $6 (to use a round member). This increases his earning by $120. He also works 8 hours over the weekend at $6 per hour, for an additional $48. His total earnings for work beyond his normal 40 hours is $168. Assume that

after normal deductions he would have $138 left from the $168. If he was fined at the 35 percent rate on the $168, the fine would be $59. Deduct $59 from the $138 net, [24] above, and what remains is $79. His overall take home pay for the week is, therefore, $58, plus $79, or a total of $137. His normal take home pay for his normal hours at his normal rate would have been $100 but for the strike. Because of the strike and despite a fine of 35 percent on both normal and premium earnings, he now takes home $137. Despite the fact that he worked 68 hours in order to take home $137, he is better off financially than he was before the strike and strikebreaking is clothed with a silver, if not a gold, lining.[36] It is therefore reasonably apparent that a fine of 35 percent of earnings loses any reasonable degree of deterrence when it is applied to earnings from overtime work at premium pay which the strikebreaker would not have received but for the strike.

However, if the fine is 35 percent of normal earnings and 80 percent of overtime premium earnings, the following is the situation. Assume the same earnings figures as used previously in our illustration. The strikebreaker is fined 35 percent of his normal gross earnings of $120. The fine is $42. After normal deductions, take home pay would have been $100, but this was reduced to $58 because of the fine. Additional gross overtime pay is $168, which, after normal deductions, would be reduced to $138. If the fine is 80 percent of overtime earnings of $168, it is $134. When this amount is deducted from the $138 take home pay, the actual take home pay from the overtime work is $4, which, when added to the $58 take home pay from normal work, results in $62 total take home pay. Since the amount of time worked overtime was 28 hours, it is evident that the 80 percent fine on overtime is substantially a total deterrence to the strikebreaker working more than the normal hours that he would have worked but for the strike. For reasons previously stated, we believe that the foregoing degree of deterrence regarding

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[36] The prevalence of moonlighting (holding two jobs) and the general interest of most employees in overtime work at premium pay is indicative of the fact that in our consumer oriented society, particularly in periods of a rising standard of living and inflation and the desire for luxuries that are often regarded as necessities, the amount of take home pay is a, or the, major desideration.

overtime not normally performed by the strikebreaker is consistent with the concept of a reasonable line.

While the guidelines or formula that we have used as a standard for determining what is a reasonable fine under Allis-Chalmers are not meant to be inflexible with regard to particular factual situations that may arise, we believe that the formula is sound. The guidelines are in terms of maximums, beyond which the fine, in our opinion, would enter the area of an unreasonable or excessive fine. The maximum limit of a fine can, of course, have a tendency to become the normal fine but not necessarily, since, in particular situations, the specific circumstances or the objective may indicate the appropriateness of a lesser fine. In any event, we believe, that the maximums are sound norms and that deviation therefrom will tip, or begin to tip, a rather careful balance that must enter into the standard of a reasonable fine.

We therefore use, in the instant case, the standard that a fine imposed on a member by a union that is the authorized bargaining representative, and pursuant to due internal process, because the member has worked during the strike in violation of a union rule, is, presumptively, not a reasonable fine enforceable in court if the fine is: more than 35 percent of the members' earnings during the strike, if the member, in gaining such [35] earnings, was working the same number of hours at his normal wage rate as before the strike; or, more than 80 percent of the member's earnings during the strike if the member, in gaining such earnings, was working overtime hours at premium pay, which he would not normally have done and which would not have been available to him, but for the strike.

It is also our opinion that prior to, or in the course of, strikebreaking activity by union members, the union should issue a warning to the strikebreakers not only about the possibility or the reality of a fine but should also indicate the amount or potential amount of the fine or the method of computing the fine and the possibility of court enforcement thereof. The requirement of a warning, in our opinion, is consistent with the deterrent characteristic of the union's power to impose and collect a fine, whereas, in the absence of a warning, the fine takes on more of the coloration of a reprisal. Moreover, it would appear to be more in the

union's interest to deter strikebreaking from either commencing or continuing rather than to punish after the strike. And it certainly is in the employee's interest to be reasonably apprised and warned of the definite likelihood of a fine, its potential amount, and its enforceability, if he engages in, or continues, strikebreaking activity during a particular strike.

In Allis-Chalmers, although the Court did not stress this element, the fact was that the strikebreakers had been warned during the strike that they would be, or might be, fined, and the possible extent of and the size of the fine was indicated. It is not enough that the union constitution provides that various types of conduct by members, including working during an authorized strike, are subject to or shall warrant "reprimand, fine, and/or expulsion . . . ." The member cannot know from this that his working during a particular strike will result in punishment (albeit it warrants punishment), or what kind of punishment, or, if there should be a punishment and if it should be a fine, he has no idea whether it might be $20, $500 or what elements would enter into the determination of the amount of the fine. He does not know whether the Union would resort to court proceedings to collect any fine. Moreover, in the instant case, the Union had never previously imposed a fine on any of its members.

It has been held that:

> Among the most important of labor standards imposed by the Act . . . is that of fair dealing, which is demanded of unions in their dealings with employees. (citation omitted). The requirement of fair dealing . . . is in a sense fiduciary in nature and arises out of two factors. One is the degree of dependence of the individual employee on the union organization; the other, a corollary of the first, is the comprehensive power in the Union with respect to the individual. (*IUE, Frigidaire Local 801 (General Motors Corp.) v. N.L.R.B.* 307 F.2d 679 (C.A.D.C.)), cert denied, 371 U.S. 936.

Another court has stated:

> At the minimum, this duty requires that the Union inform the employee of his obligations . . . (*N.L.R.B.*

v. Hotel, Motel and Club Employees Union, Local 568 AFL-CIO (*Philadelphia Sheraton Corp.*), 320 F.2d 254 (C.A. 3).

[26] This comprehensive power of the Union over the individual employee, mentioned in the first cited case, would certainly be an apt characterization of the situation herein, where the Union has imposed substantial fines on individuals and court enforcement thereof.

Both the Board and the Courts have held that, although a valid union security contract is found to exist whereby union membership and the payment of dues is required as a condition of employment, a union cannot cause the discharge of an employee under the contract unless the employee had been informed of his obligation and the consequences that would follow from failure to fulfill his obligation. As the Court of Appeals, Second Circuit, phrased it, ". . . the Board has fleshed out the statute by requiring the the Union to give reasonable notice to an employee that he will lose his job for non-payment of dues." [37]

Since the existence of the contract in the cited cases set forth the requirement for the payment of union dues as a condition of employment, it, like the union constitution in the instant case, with its description of improper conduct by members and the possible consequences, could be said to have generally informed individuals of their obligation. But this was not enough. Where an individual did not know of or was uncertain about his obligation or the amount, the Union could not simply cause his discharge for failure to abide by the contract terms. Yet the contract was more precise than the instant constitution in defining the obligation and the consequence. Under the contract the individual was required to pay dues if he wished to continue as an employee. The constitution set forth *inter alia*, an obligation not to work but the consequences for violation were described in terms of a variety of potentialities which included, among others, reprimand, fine, and/or, expulsion. Neither in the constitution nor by other means were members pre-warned that, for working during the strike at

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[37] *N.L.R.B.* v. *Local 182, Teamsters*, —F.2d—, 69 LRRM 2388. See also cases cited above.

Michoud, they would be fined and, a fortiori, there was no indication given of the amount of, or the factors in, the fine. The fines and their amount did not make an appearance until after the strike.

In the court cases cited above, the action against the employees was the causing or attempting to cause their discharge for non-payment of dues under the contract. Since the Union had not informed them of their obligation, including the amount, beforehand, it could not legally attempt to cause, or cause, the discharge of such employees under the terms of the union shop contract. By the same token, in the instant case, the action against the employees was the imposition of fines in the amount of $450. There was no warning beforehand that fines would be imposed or the amount. As previously indicated, perhaps some employee members, who worked during the strike, would not have done so if warned beforehand, or they might have desisted, if they had already commenced work, upon being warned that they would be fined and the approximate amount of the fine.

Accordingly, we include as a constituent element of a reasonable fine, not only the standards and formula as to the amount of the fine, previously described, but the necessity of advising members, with regard to the particular strike, that such a fine will be imposed on those who [27] work or continue to work during the strike. Since we also believe that the approximate amount of the fine should be indicated, this aspect would be taken care of, if the standards or formula, aforedescribed, to be used in determining the amount of the fine, are mentioned. Believing, as we do, that a fine arrived at by the use of the standards or formula will be, presumptively a reasonable fine, the use of the formula should insure that the employees have not been threatened with an excessive or unreasonable fine and that the fine itself when eventually computed will not be unreasonable. We also believe that the possibility of court enforcement of the fine, if contemplated, should be stated, so that employees may completely understand the full import of their obligations under the union rules and the consequences that a violation may entail.

Applying therefore, the above standards, including the 35-80 percent formula for computing what is a reasonable fine, we now consider the fines of $450 in the instant case

that were imposed on all strikebreakers.[38] Consistent with our view, above, that a reasonable fine entails an antecedent warning that fines will be imposed for working during the particular strike, we find the $450 fines unreasonable since all action regarding fines occurred after the instant strike. As to the amount of the fines, we regard that as simply a matter of applying the 35-80 formula to the earnings of each strikebreaker. There were approximately 145 strikebreakers. From the payroll information in the record the Examiner is unable to make a precise determination of what would be a reasonable fine in amount as to each individual but this can be done at the compliance stage.[39]

However, as a rough illustration, we have taken, at random, two names of strikebreakers, Aragon and Bailey from the payroll records at hand. On a comparative basis, Aragon has a relatively low hourly rate, $2.50, in round numbers. Bailey has one of the highest hourly rates, $3.63. During the strike, Aragon worked 65 regular hours and the figures 8 and 4, for overtime and bonus, respectively, are shown. As indicated, we are uncertain as to the distinction between overtime and bonus or whether time and one-half or double time are paid under one but not the other or both. In any event, for illustration, we will assume a total of 12 premium hours which were paid at double time rate or $60 for Aragon. His 65 regular hours, we assume, were paid at his regular rate which would mean $162. His total earnings therefore were $222. The 35-80 formula, if applied, would mean a fine of $57 on his $162 regular earnings and a fine of $48 on premium earnings or a total fine of $105. Adopting the same approach as to Bailey, we have 75 regular hours and a total of 22 under overtime and bonus. Bailey's regular earnings would be $272 and his premium hours at double time would be $159 or total earnings of

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[38] To the Examiner, the utility and the equity of employing a standard or formula to determine whether or not a fine is reasonable is now rather concretely evident. Absent such an approach what workable basis is there for reaching a conclusion about the reasonableness of a $450 fine in the instant case. What is reasonable—$20; $50; $500; $125; $200; $350; $400; $450, or some other figure, and why is one amount reasonable and another unreasonable.

[39] For instance, payroll records show regular hours worked, overtime hours and a figure under "bonus" which may indicate bonus hours. We are uncertain about the computation of overtime and bonus. Total dollar earnings under regular, overtime, and bonus are not shown.

$431. Applying the 35-80 formula, the fine on regular earnings would be $95 and the fine on premium earnings would be $128 or a total fine of [28] $223. Since other strikebreakers had different hourly rates and worked varying amounts of regular work and different or no overtime and bonus work, a varied picture will eventually appear. The indication is, however, from the admittedly imprecise data which we used in our two illustrations, that the fine of $450 on all strikebreakers was not a reasonable fine in amount in most, and possibly all, cases. But this, as indicated, can be determined precisely at the compliance stage. The $450 fine of any strikebreaker, in our opinion, which exceeds the amount of a fine under the 35-80 formula when applied to the individual's earnings, is not a reasonable fine.

The complaint alleges that the fines "in the sum of $450 each" are "unreasonable, excessive, and discriminatory." The sole reference, in the complaint, to any fine other than the $450 fines is with respect to employees who had resigned from the Union. As to that category, the complaint alleges that the fines "in the sum of $450 each or lesser amounts" are "unreasonable, excessive, and discriminatory."

The General Counsel's brief is consistent with the foregoing allegations but the brief also reveals why the General Counsel believes that the $450 fines as to everyone involved are "discriminatory" in addition to being unreasonable and excessive. It is argued that, since, in some instances, the Union reduced the $450 fines to 50 percent of earnings by the strikebreaker at Boeing during the strike, but did not do so in all instances, this was discriminatory. Thus, "This action in denying the same right to the discriminatees as afforded other employees, even though they did not appear at their union trials, is clearly discriminatory." From this, and from the allegations in the complaint, above, it can be said that, except as to employees who had resigned, fines less than $450 are not attacked by the General Counsel. Fines less than $450 are otherwise referred to only in support of the argument that the $450 fines were discriminatory, in addition to being unreasonable and excessive.

In the etymological sense the 50 percent of earnings as distinguished from $450 is discriminatory since there is a distinction or difference in treatment and amount. But,

in our opinion, in itself, it is not an illegal discrimination for a union to treat differently those members who appear at their trial, repent, and pledge future loyalty, as distinguished from members who never appeared or never made a plea. All members were duly notified of their trials and all could have appeared and all would evidently have received the same treatment under similar conditions. We therefore, do not find that the $450 fines were discriminatory.

For reasons previously stated at length, it is found that the fines of $450 that were imposed after the strike, without prior specific warning that they would be imposed at Michoud, and in amounts that exceeded the 35-80 standard or formula in relation to earnings, were unreasonable fines and that, under all the circumstances in this case, including court enforcement of the fines, there was a violation of Section 8(b)(1)(A) of the Act. It is our opinion that the violation was compounded in those cases of members who had resigned from the union prior to the imposition of fines. It is our opinion that resignations received by District Lodge 751 constituted valid resignations in view of the circumstances described earlier in this decision. In any event, Lodge 405 [29] was aware of the resignations before taking action regarding fines.[40] Moreover, since the Union took the position that a member could not resign from the Union, the resignations and the details thereof, including receipt, were futile gestures insofar as the Union was concerned, but, in our opinion, effective notwithstanding, since the intent of the resignees is clear.[41]

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[40] In some instances, the resignations were received prior to the time the employee went to work during the strike. In more instances, the resignations were deposited in the mail before the employee returned to work. All or practically all resignations were received by the Union prior to any action on the subject of fines.

[41] *Aeronautical District Lodge 751, International Association of Machinists & Aerospace Workers, AFL-CIO (The Boeing Company)*, 173 NLRB No. 71, 61 LRRM 1363.

At the conclusion of the body of his decision in the instant case, the Examiner finds, although it may be of no moment to anyone but himself, that his effort to apply and to implement the Allis-Chambers decision and its rationale in the present case, confirms him in his respectful disagreement with the Allis-Chalmers decision regarding the meaning of Section 8(b)(1)(A) and its proviso. In our opinion, the above section of the Act reveals a congressional intent that union fines and their amount were to be a matter for the Union, including

Conclusions of Law

As set forth hereinabove and for the reasons hereinabove stated, it is found that, by threatening to seek, or by seeking, court enforcement of unreasonable fines imposed upon employees, who were union members, or by imposing fines or by seeking court enforcement of fines upon employees, who were former union members who had resigned from the Union, all because said employees worked during the September, 1965, strike at Boeing's Michoud plant, the Respondent Union restrained and coerced said employees in the exercise of their rights guaranteed in Section 7 of the Act and thereby engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

[30] *The Remedy*

Having found that Respondent has engaged in certain unfair labor practices, hereinabove described, it will be recommended that Respondent cease and desist from such conduct.

It will also be recommended that, with respect to any employee who had resigned from membership in the Union, who had formerly been a union member, and who was fined after his resignation, and who paid any such fines to Respondent, Respondent refund or reimburse said employee the amount of such paid fine. As to employees who had

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the enforcement of such internal disciplinary measures by internal means. The maximum internal sanctions preserved to the union for enforcement of its disciplinary measures, such as fines, were, we believe, denial of membership or expulsion. The rights and restrictions in the Act are applicable to all unions, the weak and the strong, the effective and the ineffective. If, for instance, one union because of its economic strength and bargaining power, in the exercise of the rights under Section 8(a)(5) of the Act, is able to secure a contract from an employer with substantial wage increases and other benefits, but, another union, lacking effective economic bargaining power, can secure no appreciable benefits in a contract with an employer, these differences do not alter the meaning or the limitations of Section 8(a)(5). Expulsion from membership or the threat thereof may be an effective disciplinary tool in some organizations and not in others, or it may be more effective in one organization than in another and may vary in different situations. In our opinion, these factors do not alter the meaning of Section 8(b)(1)(A) and its proviso as we read and understand them and their legislative history. But Allis-Chalmers is the law on the subject and it is that decision that has governed the instant decision and has involved us in the matter of what is a reasonable union fine for violation of a union rule.

remained union members, it will be recommended that any such employee, who paid an unreasonable fine after Respondent threatened to institute, or instituted, steps for the court enforcement of such unreasonable fines, be reimbursed or refunded by Respondent the said unreasonable fine. The determination of whether or not the fine was reasonable or unreasonable will be on an individuals basis since, as set forth in our decision above, the earnings and types of earnings, regular or premium earnings, of the employee member, are important elements in determining whether or not the fine was reasonable pursuant to the standards or formulate that we have adopted.

Upon the foregoing findings of fact and conclusions of law and the entire record in this case, we recommend the following:

Recommended Order

Respondent, Booster Lodge No. 405, International Association of Machinists and Aerospace Workers, AFL-CIO, its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Restraining or coercing employee members of Respondent Union, in the exercise of their rights guaranteed in Section 7 of the Act, who worked at the Michoud plant during the September, 1965 strike, by threatening to seek, or by seeking, court enforcement of unreasonable fines imposed on said employee members.

(b) Restraining or coercing employees, who had resigned from the Respondent and who were no longer members of Respondent, in the exercise of their rights guaranteed in Section 7 of the Act, by imposing fines or by threatening to seek or by seeking court enforcement of fines when said fines were imposed because said employees had worked at the Michoud plant during the September, 1965, strike.

(c) In any like or related manner, restraining or coercing employees in the exercise of rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action to effectuate the policies of the Act:

(a) Reimburse or refund to any employees, described in paragraph 1(a) of this recommended order, above, who have paid unreasonable fines under the circumstances de-

scribed in paragraph 1(a), above, the amount of the unreasonable fine.

[3] (b) Reimburse or refund to any employees, described in paragraph 1(b) of this Recommended Order, above, who, if any have paid fines under the circumstances described in paragraph 1(b) above, the amount of said fine.

(c) Post at its office and meeting hall and at the Michoud, Louisiana plant of The Boeing Company, if the Company is willing, copies of the attached notice, marked "Appendix."[42] Copies of said notice, in forms provided by the Regional Director, Region 15, of the Board, after being signed by an authorized representative, shall be posted at the aforementioned locations, in conspicuous places at said locations, including all places where notices to employees are customarily posted, and reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by other material.

(d) Notify the aforesaid Regional Director, in writing within 20 days of receipt of the Decision, what steps it has taken to comply herewith.[43]

Dated at Washington, D.C. 12/30/68

/s/ Ramey Donovan
Trial Examiner

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[42] In the event that this Recommended Order is adopted by the Board, the words "A DECISION AND ORDER" shall be substituted for the words, "THE RECOMMENDED ORDER OF A TRIAL EXAMINER" in the notice. In the further event that the Board's Order be enforced by a decree of a United States Court of Appeals, the words "A DECREE OF THE UNITED STATES COURT OF APPEALS, ENFORCING AN ORDER" shall be substituted for the word "A DECISION AND ORDER."

[43] In the event that this Recommendation Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, with 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

FORM NLRB-4030 (7-65) **APPENDIX** TXD-737-68

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE RECOMMENDED ORDER OF A TRIAL EXAMINER OF THE

NATIONAL LABOR RELATIONS BOARD

and in order to effectuate the policies of the

NATIONAL LABOR RELATIONS ACT

(AS AMENDED)

we hereby notify our employees that:

After a trial in which all parties, the union, the Boeing Company, and the General Counsel of the National Labor Relations Board were represented by attorneys, a Trial Examiner of the Board, who heard the evidence, has found that we have violated the National Labor Relations Act in certain respects, and, in his decision, his recommended order is that we post this notice and comply with what it states.

WE WILL NOT restrain or coerce employees, members of our union, in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, which rights include the right to engage in or to refrain from engaging in union activity, who worked at the Michoud plant during the September 1965, strike, by threatening to seek, or, by seeking, court enforcement of unreasonable fines imposed upon them by the Union.

WE WILL NOT restrain or coerce employees who had resigned from the Union and who, in the exercise of their rights guaranteed in Section 7 of the Act, worked at the Michoud plant during the September 1965 strike, by imposing fines or by threatening to seek or by seeking court enforcement of said fines as to such employees.

WE WILL reimburse nonmembers above mentioned for any fines they may have paid to us for working during the said strike.

WE WILL reimburse members for any unreasonable fines they may have paid to us for working during the

said strike after we threatened to seek or sought court enforcement of said unreasonable fines. The standard and methods for determining whether a fine as to a particular employee is or was reasonable are set forth in the Decision of the Trial Examiner and the determination takes into consideration the earnings of the individual employee at the Michoud plant during the 1965 strike.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of rights guaranteed to them in Section 7 of the National Labor Relations Act.

Dated: .....

BOOSTER LODGE NO. 405, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

.....
(*Employer*)

By .....
(*Representative*) (*Title*)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 76024 Federal Building (Loyola) 701 Loyola Ave., New Orleans, La. 70113 (Area Code 504, Tel. No. 527-6369).

[Caption Omitted in Printing]

GENERAL COUNSEL'S EXCEPTIONS TO THE TRIAL EXAMINER'S DECISION

Counsel for the General Counsel of the National Labor Relations Board excepts to the Trial Examiner's Decision in the above case in the following particulars:

1.

The formulation of a 35 percent regular—80 percent overtime earnings test for determining the reasonableness of a fine (TXD p. 20, L. 38-46; p. 21, L. 9-17).

2.

The finding that a prior specific warning as to the imposition of the fines and their approximate amount is a constituent element of a reasonable fine (TXD p. 25, L. 6-21; p. 26, L. 49-52; p. 27, L. 1-4).

3.

The finding that any fine of a non-member after he has resigned will constitute a violation of Section 8(b)(1)(A), regardless of whether he was a member at the time of the conduct for which the fine was imposed (TXD p. 28, L. 52-54; p. 29, L. 1, 13-15, 22-26), and the corresponding language in the recommended remedy and order (TXD p. 30, L. 6-11, 37-40).

4.

The failure to find that the Union violated Section 8(b)(1)(A) as to members by the imposition of unreasonable fines without more (TXD p. 29, L. 10-13), and the corresponding language of the recommended remedy and order (TXD p. 30, L. 11-15, 33-37).

5.

To the extent that the recommended remedy and order is susceptible of such an interpretation, the failure to provide for reimbursement of members' fines in their entirety rather than only that part which may have exceeded a "rea-

sonable" fine under the formula devised (TXD p. 30, L. 11-20, 53-56).

Respectfully submitted

/s/ Thomas D. Johnston
THOMAS D. JOHNSTON
Counsel for General Counsel

February 27, 1969

[Caption Omitted in Printing]

EXCEPTIONS TO THE TRIAL EXAMINER'S DECISION

Comes now The Boeing Company, the Charging Party in the above-captioned matter, and these, its exceptions to the Trial Examiner's Decision, issued by Trial Examiner Ramey Donovan on December 30, 1968, and other rulings in connection with the aforesaid proceedings.

1.

To the Trial Examiner's statement, at D.3, line 11 (beginning with the word "At")—D.3, line 12, as being unsupported by if not contrary to the record, in that employees other than those who were members of the Union crossed the picket line and worked.

2.

To the Trial Examiner's use of the word "alleged," at D.3, line 13-15.

3.

To the Trial Examiner's failure to find, D.3, lines 21-23, or elsewhere, that the Union had never before fined or threatened to fine the unit employees for any reason, the said failure to so find being contrary to the uncontradicted evidence in the record.

4.

To the Trial Examiner's statement, D.3, lines 50-55, to the effect that the internal due process of the steps taken

by the Union is not in issue, as being contrary to the record, in that the Charging Party and the evidence itself raised the issue.

5.

To the Trial Examiner's failure to find, D.3, lines 50-55, or elsewhere, that the members and ex-members were not accorded a fair hearing or trial or other due process, in that, *inter alia,* they were not given adequate or otherwise proper notice as to the fines or other penalties which might be levied against them, and that they were, for all practical purposes, deprived of representation by counsel. See General Counsel's Exhibit No. 5, page 112; General Counsel's Exhibit No. 10; Tr. 20, line 18—Tr. 30, line 5; Tr. 31, line 18—Tr. 33, line 12. (See also p. 4, lines 1-8).

6.

To the Trial Examiner's failure to find, D. 5, lines 9-10, that Boeing undertook to defend the suits against *some* individual employees.

7.

To the Trial Examiner's statement or finding, D. 7, lines 29-30, as being unsupported by and contrary to the record and the law.

8.

To the Trial Examiner's failure to find, D. 9, or elsewhere, that the fines levied herein were arbitrary, capricious and discriminatory, and therefore they were levied in violation of Section 8(b)(1) of the Act.

9.

To the Trial Examiner's failure to find, D. 9, lines 25-38, that such fines must not be arbitrary, capricious or discriminatory.

10.

To the failure of the Trial Examiner, D. 13, lines 1-5 and elsewhere, to properly compare the fines with dues and other fees.

11.

To the Trial Examiner's findings, D. 14, lines 25-26, and elsewhere to the effect that normal earnings during the strike is a factor to be considered in assessing fines.

12.

To the Trial Examiner's failure to find, D. 14, lines 24-26, D. 15 lines 1-13, and elsewhere that individual fines are immaterial in assessing the amounts of fines or the reasonableness or other legalness thereof.

13.

To the Trial Examiner's findings, D. 16, line 32—D. 17, line 33 as being contrary to the law.

14.

To the Trial Examiner's statements or findings, D. 18, lines 54-57, as being contrary to the law.

15.

To the Trial Examiner's statements or findings, D. 19, lines 2-12 as being contrary to the law and precedent.

16.

To the Trial Examiner's findings, D. 19, lines 14-28, as being contrary to the law and precedent.

17.

To the Trial Examiner's findings, D. 20, lines 32-46, as being contrary to the Act and the law.

18.

To the Trial Examiner's findings, D. 20, line 48- D. 21, line 40, as being contrary to the facts and the law.

19.

To the Trial Examiner's findings, D. 22, lines 7-27, as being contrary to the record and the law.

20.

To the Trial Examiner's findings, D. 22, lines 29-41, as being contrary to the record and the law.

21.

To the Trial Examiner's findings, D. 23, lines 5-39, as being contrary to the law.

22.

To the Trial Examiner's findings, D. 24, lines 8-30, as being contrary to the law.

23.

To the Trial Examiner's findings, D. 24, line 45-D. 25, line 5, as being contrary to the law.

24.

To the Trial Examiner's findings, D. 28, lines 37-55, as being contrary to the law.

25.

To the Trial Examiner's findings and statements, D. 29, lines 30-55, as being contrary to the law.

26.

To the Trial Examiner's failure to find, D. 29, lines 30-55, that the Supreme Court was in error in *N.L.R.B.* v. *Allis-Chalmers Manufacturing Company,* 388 U.S. 194 (1967), and that the decision is erroneous and contrary to law.

27.

To the failure of the Trial Examiner, at D. 20-31, to order the Union to withdraw its pending law suits.

28.

To the Trial Examiner's failure to include in the Notice To All Employees, provisions to the effect that the Union will withdraw its law suits and that it will not impose

fines upon employees for exercising their rights under Section 7 of the Act.

29.

To the Trial Examiner's failure, D. 30, lines 11-20, or elsewhere, to order Respondent to refund to all employees for the total amounts of fines paid by them.

30.

To the Trial Examiner's development of a "formula" in connection with the fines, the said formula being unnecessary in the instant case.

31.

To the Trial Examiner's failure, D. 30-31 or elsewhere, to order that interest be computed on the refunded fines in the same manner as ordered by the Board in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

32.

To the Trial Examiner's statements and findings, D. 15, lines 15-18 and lines 30-35, as being contrary to the record and to the law.

Respectfully submitted this 26 day of February, 1969.

Kullman, Lang, Keenan, Inman & Bee
1010 Whitney Bank Building
New Orleans, Louisiana 70113
Telephone: 524-4162

/s/ C. Dale Stout
C. Dale Stout
Counsel for the Boeing Company

[Certificate of Service Omitted in Printing]

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Fifteenth Region

In the Matter of: BOOSTER LODGE NO. 405, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO RESPONDENT AND THE BOEING COMPANY CHARGING PARTY	Case No. 15-CB-779

Room T-6009
Federal Building
701 Loyola Avenue
New Orleans, Louisiana
Wednesday, October 2, 1968

Pursuant to notice, the above-entitled matter came on for hearing at 10:00 o'clock a.m.

BEFORE:
RAMEY DONOVAN, *Trial Examiner*

APPEARANCES:

THOMAS JOHNSTON	National Labor Relations Board, Room T-6084, Federal Building, New Orleans, Louisiana, appearing as Counsel for General Counsel
C. PAUL BARKER	(Dodd, Hirsch, Barker & Meunier) 711 Carondelar, New Orleans, Louisiana, appearing on behalf of the Respondent.
C. DALE STOUT	(Kullman & Lang) 1010 Whitney Building, New Orleans, Louisiana, appearing on behalf of the Charging Party.)

* * *

[6]. DAVID H. MERIWETHER

was called as a witness by and on behalf of General Counsel and, having been duly sworn was examined and testified as follows:

DIRECT EXAMINATION

* * *

THE WITNESS: David H. Meriwether, 3601 North Lemans, New Orleans.

* * *

Q. Mr. Meriwether, were you employed by the Boeing Company at the time—the Michoud Plant, at the time of the strike in September, 1965?

A. Yes.

Q. Approximately how long had you been working there, at the time?

A. Work at Michoud?

Q. Yes, at the Michoud Plant at the time the strike occurred?

A. Approximately a year and a half.

Q. At that time, were you a member of the Boosters Lodge?

A. Yes.

Q. And when did you join?

A. 1961.

Q. You had worked for the Boeing Company before?

A. Yes, sir.

Q. Where was that?

A. That was in Rapids City, South Dakota.

Q. Did you have a break in your employment?

A. Yes.

Q. At the time you came to work down here, did you—What steps did you take to become a member of the union?

A. I didn't take any steps.

Q. Would you tell us what happened?

A. I was told when I came down here, to fill out a form indicating that I did not want to join the union. At [8] that time, I didn't think I belonged. I filled out the form, and approximately eight months later, I already belonged. At that time, they just started taking dues out.

Q. Now, when the strike occurred, did you make any attempts to resign from the union?

A. Yes, sir.

Q. What did—What steps did you take?

A. I believe the strike was called on the 15th of September. I filled out three letters on the 16th and sent one to the Local, I think, IAW, I sent one to the head of the Union in Seattle. I sent one to the company, all registered. I stayed off work until I received a receipt back that they had received my letter.

Q. How did you send these letters that you sent?

A. Registered mail.

Q. Did you get return—request return receipts?

A. Yes, sir.

Q. Did you receive those back?

A. Yes, sir.

Q. The letters that you sent, were they identical, or do you recall?

A. They were similar.

Q. Similar?

A. Yes.

Q. Mr. Meriwether, I show you four documents marked for identification as General Counsel's Exhibit No. 2 and ask you [9] if that is the letter you sent to the company? (presenting document.)

A. (no response)

Q. With attached envelope?

A. It is.

Q. I show you some documents that have been marked for identification as General Counsel's Exhibits 2-a, 2-b and 2-c, and ask you if those are the registered return receipts you described?

A. They are.

MR. JOHNSTON: At this time, we offer——

MR. BARKER: Specify what organizations the return receipts are from.

MR. JOHNSTON: It has it on here, on the return receipt.

MR. BARKER: I think it will be helpful for the record. With your permission I will indicate; 2-a indicates a signature, International Association of Machinists, 9-21-'65, New Orleans, Louisiana; 2-b the Boeing Company, 9-21-'65; and 2-c Aero Machinists, 751, it doesn't show the place, can we agree Seattle?

MR. JOHNSTON: The receipt is dated September 22, Seattle.

MR. BARKER: September 22, Seattle.

MR. JOHNSTON: At this time, I offer them.

[10] TRIAL EXAMINER: Hearing no objection they are received.

(The above referred to documents, General Counsel's Exhibits Nos. 2, 2-a, 2-b and 2-c were marked for identification and received in evidence).

Q. (By Mr. Johnston) I think you stated, Mr. Meriwether, to clarify the record, after you—What time did you go to work in relation to the time you mailed these letters?

A. After the receipt of the receipt.

Q. Do you remember the specific date you went to work?

A. No, sir.

TRIAL EXAMINER: The strike commenced on the 15th, did you say?

MR. JOHNSTON: I think we could stipulate, your Honor, it started on the 16th—the morning of the 16th—the old contract expired at midnight on the 15th of September, 1965. The strike started September 16.

MR. BARKER: Stipulate how long it lasted?

MR. JOHNSTON: The allegation was admitted in the complaint as up to October 4.

MR. BARKER: We propose a stipulation that the old contract expired on September 15, 1965, that the strike and picketing began on the morning of September 16, 1965, that, thereafter, the picketing continued through October 2, it was resolved during the day of October 3, 1965, and the [11] strike terminated October 4, 1965.

We amend our stipulation to propose that after a ratification meeting of October third, the picket line was pulled down midnight of October third, and the contract was retroactive to October second.

MR. JOHNSTON: We will stipulate to that.

MR. STOUT: I will so stipulate.

TRIAL EXAMINER: All right. The stipulation is received.

Q. (By Mr. Johnston) After you sent these letters to the union notifying them you resigned, did you receive any communication from the union about whether or not your resignation had been accepted?

A. No.

Q. Was there, to your knowledge, any action taken

against you by the union for having worked during the strike?

A. Yes, sir.

Q. Would you state what that was and what notification you received?

A. I received a letter that I was fined and to appear before, what I think, is a Kangaroo Court.

Q. Well, I will strike that reference.

You received a letter that you had been fined, or to appear before a court?

A. Yes, sir. Right.

[12] Q. Did you later receive notification as to the amount of the fine?

A. Yes, but I don't recall what it was.

Q. Did you ever pay the fine?

A. No.

Q. Did you ever receive any notification that any legal action would be taken against you?

A. Yes.

Q. As of this date, has any legal action been taken against you, other than the fine?

A. No legal action.

* * *

Q. (By Mr. Johnston) Mr. Meriwether, do you recall when the hurricane struck in New Orleans?

A. (no response)

Q. Prior to the strike.

A. The exact date, no. I believe it struck approximately one week before the strike.

Q. As a result of the hurricane, did you miss any time from work?

[13] A. Approximately one week, I believe.

Q. Why did you miss this time from work?

A. I couldn't get to the plant.

Q. And why was that?

A. Flooded conditions.

Q. Do you recall what hurricane that was?

Mr. Barker: I object on the grounds of its being irrelevant and immaterial.

I assume it is not intended that the union had anything to do at all with the hurricane.

Mr. Johnston: I will stipulate to that, Mr. Barker, but

we have an issue, here: Whether or not these fines levied against these individuals were unreasonable, or excessive.

TRIAL EXAMINER: Because he lost a week?

MR. JOHNSTON: Yes, sir. We are trying to show—One of the many reasons we will advance why the fines were unreasonable or excessive. They should be considered in determining whether or not the fines were unreasonable—Here the employees, shortly after a hurricane had affected their employment, they were fined for going back to work.

We think it would be relevant and material to the issues.

TRIAL EXAMINER: Without necessarily agreeing or disagreeing with your particular conclusion, I think you are [14] entitled to lay the foundation, to make the argument, so I will allow it.

MR. BARKER: I respectfully suggest that whether there has been a hurricane, or not, whether a man's wife has died, or not, whether he has a large family or is behind in the payments of his car, all of these economic factors are totally and completely irrelevant. Otherwise, we would try each individual person as to the affect of the amount of the fine on his personal finances so that the Trial Examiner and the Board, and the courts would be required to examine whether a millionaire could stand a four hundred fifty dollar fine and whether a poor laborer with fourteen children could not sustain a two dollar fine.

This is particularly irrelevant to these proceedings, the economic status of every individual.

We don't want to be put in that position.

* * *

[15] MR. JOHNSTON: I might, just to clarify the record, say, your Honor, that we would not go into each individual's economic situation. We contend here that the hurricane is something that affect practically everyone in the City of New Orleans and, certainly, Michoud, the Michoud Plant. It would have a direct bearing on all economies.

TRIAL EXAMINER: I don't know as I agree with your contention or not, but I think you are entitled to lay the foundation to make the argument.

[16] CROSS EXAMINATION

* * *

[18] Q. And by whom were you notified that you were a member of the union?

A. Boeing Personnel.

Q. Boeing Personnel told you?

A. (no response)

Q. And thereafter, sometime in 1964, they began deducting dues from your wages?

A. Right.

[19] Q. All right. Where do you live, Mr. Meriwether—excuse me—Where were you living at the time of the hurricane?

A. Chalmette.

Q. Chalmette, Louisiana?

A. Right.

Q. Was there any particular reason why you were unable to go to work during the hurricane?

A. Yes. The entire town of Chalmette was blocked off by the National Guard, it was impossible, due to high water.

Q. Now, how many days were you off?

A. I can't answer that. I don't remember.

Q. I see. Were you able to communicate with the plant?

A. No.

Q. By telephone or otherwise?

A. No.

Q. Were you able to send any messages to the plant?

A. No.

Q. Now, at the time that the hurricane struck in September, 1965, you had been employed at this plant for well over a year, had you not?

A. Yes.

Q. Did you have vacation and leave benefits accrued?

A. I imagine, yes.

Q. Did you take any of those vacation or leave benefits, or were you allowed to take them as a result of being out [20] during the hurricane?

A. Probably was allowed, but I don't remember taking them.

Q. Do you remember that you went in and got paid for the time you lost during the hurricane?

A. No.

• • •

[21] Q. You knew the termination date of the contract, did you not?

A. Yes.

Q. Did you know there had been negotiations?

A. Yes.

Q. This contract applies to all of Boeing's Aerospace work, not only here but in Seattle and in other places.

A. Yes.

Q. It doesn't just apply to the New Orleans Plant.

A. Right.

Q. Were you notified of a meeting to be held to vote on whether to accept the contract or to strike?

A. It was posted, yes.

Q. It was posted and you knew of the meeting?

A. Yes.

Q. Where was the meeting held?

A. At that time, it was some place on Chef Highway.

Q. All right.

A. New Orleans.

Q. And, did you attend the meeting?

A. No.

Q. You knew that you had a right to attend the meeting and vote as to whether to accept or reject the contract?

A. Right.

[22] Q. Did you attempt to go to work the morning the strike started?

A. No.

Q. Were you scheduled to work that morning?

A. Yes.

[23] Q. And why was it that you did not attempt to go to work?

A. I felt that I was still a member of the union.

Q. I see. Now, did you attempt to go to work before you wrote the letter?

A. No.

Q. What was your reason for writing the letter?

A. To terminate my membership in the union.

Q. And did you desire to terminate your membership in the union so that you could go through the picket line and go to work?

A. No.

Q. What was—How soon after you wrote the letter did you go to work?

A. When I received my receipt that the union had received my notification.

Q. Then you went to work?

A. Then I went to work.

Q. Well, I will ask you again. Was it the purpose of the letter and your resignation in the union so that you could go back to work through the picket line?

A. No.

Q. What was that purpose, the purpose of the letter?

A. To discontinue my membership and affiliation with the union.

• • •

[25] Q. Is it your testimony that the strike only lasted two days after you went to work?

A. No, it lasted, I would say, one working week.

Q. One working week? All right. You worked all during this time?

A. Yes.

Q. All right, now, had you ever attempted to obtain the constitution of the International Association of Machinists?

A. The constitution?

Q. Yes.

A. You mean a copy of it, or what?

Q. Yes. Have you ever gotten one of those?

A. No.

Q. Did you ever ask for one?

A. No.

Q. All right. You knew at the time that you went to work that there was no contract in effect between the Boeing Company and the union?

A. Yes.

Q. Did you participate in the vote to accept or ratify [26] the contract on October third, 1965?

A. No.

Q. Now, do you have a copy of that letter that the union sent you notifying you that you would be charged?

A. Yes.

Q. Brought to trial?

A. Yes.

• • •

Q. (By Mr. Barker) Mr. Meriwether, were you notified by the union that charges had been brought against you and that under the provisions of the constitution, you would be brought to trial by the local union?

A. Yes, sir.

Q. Do you recall the date that you were to be tried?

A. No.

Q. If I suggested to you Wednesday, November 10, 1965, 12:30 p.m., would that refresh your recollection?

A. No.

Q. All right. But you were given a specific time and date for your trial?

A. It was stated in the letter, yes.

• • •

[27] Q. (By Mr. Barker) After the date had passed for your trial, by the way, you didn't show up at your trial?

A. No, sir.

Q. After the date had passed, were you notified that you had been fined?

A. Yes, sir.

Q. That you had been denied the holding of office for a period of five years?

A. Yes, sir.

Q. All right. Were you invited to make arrangements, or were you advised that you could appeal this decision to the International president?

A. Yes.

Q. You never contacted the local union to make any arrangements to have the fine reduced or to appeal the fine or to pay the fine?

A. I had made no arrangements, no.

Q. No arrangements, whatsoever, never contacted the local union?

A. Never contacted the local union, no.

REDIRECT EXAMINATION

Q. (By MR. JOHNSTON) You stated earlier that you couldn't [29] recall the amount of the fine. Do you recall, now, what the amount was?

MR. BARKER: We will stipulate the fine was $450.00.

* * *

Q. (By Mr. Stout) You said you received notification of time and date of the trial, in connection with a charge against you. Do you recall whether it was stated what the charge was?

A. What the charge was?

Q. The charge against you, yes, sir.

MR. BARKER: We will stipulate that the charge will be—in his letter—will be identical with the charges in a general letter that will be offered as an exhibit by the Government.

Q. (By Mr. Stout) You testified that you did not appear at this trial. Will you tell us why you didn't show up?

MR. BARKER: We think it is irrelevant and immaterial. We object.

TRIAL EXAMINER: Oh, I can see some possible relevance. Go ahead.

A. I believe, in the letter, it stated that if I appeared before this trial, that the lawyer I would be represented by [30] would be a union lawyer, only.

Q. Union lawyer only? Is that what you said?

A. Right. If I could have brought my own Counsel, I would have attended this trial.

* * *

TRIAL EXAMINER: When you commenced working during the strike, did any representative of the union say anything to you?

THE WITNESS: No.

TRIAL EXAMINER: No one warned you that you were subject to discipline or fine, or anything else?

THE WITNESS: No.

* * *

[31] RECROSS EXAMINATION

Q. (By Mr. Barker) Just to clarify the record, your letter that you received notifying you of the trial, stated to you, at the time, the charges will be read to you and you have the right to an attorney, the attorney being a member of the IAMAN to defend you. Is that what the letter said to you?

A. Yes, sir.

Q. Are you familiar with the provision in the constitution [32] which provides that both the plaintiff and the defendent shall have the privilege of presenting evidence and be represented, either in person, or by an attorney, the attorney being a member of the IMAW? Did you know that was a provision of the constitution of the International?

A. No.

Q. Did you make any effort to bring an attorney with you, assuming he was not a member of the IAM or to request permission to be represented by an attorney at the trial?

A. No. It stated I would only be covered by the union representative. I made no further attempt to question them.

Q. It didn't say union representative, it said an attorney, a member of the IAM.

A. Is that what it said?

MR. BARKER: Speak out so the reporter can get it.

A. I don't have the letter. If you say it says that, I guess it did.

Q. Do you—Suppose I show you a copy of the letter to refresh your recollection.

I will show you the original addressed to you (presenting document) and ask you if you would read that paragraph about an attorney.

A. I will read the last sentence or paragraph.

> "You are hereby notified that this trial will be held Wednesday, November 10, 1965, 12:30 p.m. in the union hall, 1344 Chef Menteur Highway. At this time, charges will be read to you and you have the right to have an attorney." Then, in parenthesis, "the attorney being a member of the IAMAW, to defend you. Under the constitution, if you fail to appear for the trial

when notified, the trial will proceed as though, in fact, the member were present."

REDIRECT EXAMINATION

Q. (By Mr. Stout) Do you know any attorneys who are members of the IAM?

A. No.

* * *

ROBERT E. GROAT

[34] was called as a witness by and on behalf of General Counsel and, having been duly sworn, was examined and testified on his oath as follows:

DIRECT EXAMINATION

* * *

Q. Your address?

A. Mailing address, post office box 1002, Slidell, Louisiana.

Q. Mr. Groat, were you employed by the Boeing Company at the Michoud Plant at the time that the strike occurred in September, 1965?

A. I was.

Q. Approximately how long had you worked for the company at that time?

A. I was hired in, September 15, 1948.

Q. Where did you first go to work for the company?

A. Wichita, Kansas.

Q. You transferred down here, from there?

A. I did not. I quit and came down on my own, hired back in, down here.

Q. Were you a member of the Boosters Lodge 405?

A. At Wichita?

Q. No, here.

[35] A. Here, yes.

Q. At the Michoud Plant.

Did you make any efforts at the time of the strike, to resign from the union?

A. To resign?

Q. From the union.

A. Just sent in a letter, was all.

Q. Who did you send the letter to?

A. One to Seattle, and one to the Labor Relations Board at Seattle.

Q. And the one you sent to Seattle was to the union?
A. To the union, yes.
Q. Which union was that?
A. 701, union 701.
Q. 751?
A. 751.
Q. How did you send that letter?
A. By registered mail.
Q. Did you keep a copy of the letter you sent to the union?
A. I did. On the letter—no, I don't have a copy.
Q. Do you recall what was in the letter?
A. Just wished to terminate from the union.
Q. Now, did you get a registered receipt for the letter that you sent to the union?
[36] A. No, I did not.
Q. I don't mean a registered return receipt, but did you keep a copy of the registration of the letter?
A. Yes, I did.
Q. I show you a document marked as General Counsel's Exhibit 3 and ask you if this is the letter that you sent to the company?
A. Yes, sir, it was.
Q. I show you another document marked for identification as General Counsel's Exhibit 3-A, a registered receipt—are these registered receipts for the letters you sent to the union and the company?
A. Yes, sir. They are.

MR. JOHNSTON: At this time, I would like to offer General Counsel's Exhibits 3 and 3-A into evidence, with permission to withdraw 3-A to make a photostatic copy.
TRIAL EXAMINER: If there is no objection, they are received.

* * *

Q. (By Mr. Johnston) Now, the letter that you sent to the union, did you receive any reply from that letter about your resignation?
A. No, I did not.
Q. During the strike?
[37] A. Not until after I sent the letters.
Q. Do you recall how long after you sent the letters you returned to work?

A. September 25 was when I went back to work, I think.

Q. Did you ever receive any notation from the union you had been fined for working during the strike?

A. I did.

Q. Do you recall the amount of the fine?

A. $450.00.

Q. Had you ever received any warning you would be fined for working during the strike?

A. No warning.

Q. Did you ever receive any notification that legal action would be taken against you if you didn't pay the fine?

A. Not until after I received this letter.

Q. Do you recall who it was from that you received it?

A. From the local union.

Q. Have you ever been notified that this fine has been rescinded?

A. No, I haven't.

* * *

CROSS EXAMINATION

* * *

[38] Q. Now, Mr. Groat, when you joined the International Association of Machinists, did you join Local 751 or Local 405?

A. I joined the union here.

Q. Local 405?

A. Local 405, yes, sir.

Q. In fact, Mr. Higgins signed you up in the local, didn't he?

A. I believe he did.

Q. Mr. Bud Higgins?

A. Yes, sir.

Q. You joined it voluntarily?

A. Yes, sir. I did.

Q. Do you remember when you joined it?

A. It wasn't too long after I went to work—the date definitely, no.

[39] Q. Did you know that around September 15, 1965 the contract between Boeing and the International Association was about to expire?

A. I did, sir.

Q. Were you notified that a meeting would be held on the 15th of September?

Q. And the one you sent to Seattle was to the union?
A. To the union, yes.
Q. Which union was that?
A. 701, union 701.
Q. 751?
A. 751.
Q. How did you send that letter?
A. By registered mail.
Q. Did you keep a copy of the letter you sent to the union?
A. I did. On the letter—no, I don't have a copy.
Q. Do you recall what was in the letter?
A. Just wished to terminate from the union.
Q. Now, did you get a registered receipt for the letter that you sent to the union?
[36] A. No, I did not.
Q. I don't mean a registered return receipt, but did you keep a copy of the registration of the letter?
A. Yes, I did.
Q. I show you a document marked as General Counsel's Exhibit 3 and ask you if this is the letter that you sent to the company?
A. Yes, sir, it was.
Q. I show you another document marked for identification as General Counsel's Exhibit 3-A, a registered receipt—are these registered receipts for the letters you sent to the union and the company?
A. Yes, sir. They are.

MR. JOHNSTON: At this time, I would like to offer General Counsel's Exhibits 3 and 3-A into evidence, with permission to withdraw 3-A to make a photostatic copy.
TRIAL EXAMINER: If there is no objection, they are received.

* * *

Q. (By Mr. Johnston) Now, the letter that you sent to the union, did you receive any reply from that letter about your resignation?
A. No, I did not.
Q. During the strike?
[37] A. Not until after I sent the letters.
Q. Do you recall how long after you sent the letters you returned to work?

A. September 25 was when I went back to work, I think.

Q. Did you ever receive any notation from the union you had been fined for working during the strike?

A. I did.

Q. Do you recall the amount of the fine?

A. $450.00.

Q. Had you ever received any warning you would be fined for working during the strike?

A. No warning.

Q. Did you ever receive any notification that legal action would be taken against you if you didn't pay the fine?

A. Not until after I received this letter.

Q. Do you recall who it was from that you received it?

A. From the local union.

Q. Have you ever been notified that this fine has been rescinded?

A. No, I haven't.

* * *

CROSS EXAMINATION

* * *

[38] Q. Now, Mr. Groat, when you joined the International Association of Machinists, did you join Local 751 or Local 405?

A. I joined the union here.

Q. Local 405?

A. Local 405, yes, sir.

Q. In fact, Mr. Higgins signed you up in the local, didn't he?

A. I believe he did.

Q. Mr. Bud Higgins?

A. Yes, sir.

Q. You joined it voluntarily?

A. Yes, sir. I did.

Q. Do you remember when you joined it?

A. It wasn't too long after I went to work—the date definitely, no.

[39] Q. Did you know that around September 15, 1965 the contract between Boeing and the International Association was about to expire?

A. I did, sir.

Q. Were you notified that a meeting would be held on the 15th of September?

A. Yes.

Q. Did you attend the meeting?

A. I did not.

Q. At the time, you were a member of Local 405?

A. I was.

Q. Now, did you know, when the picket line went up around the 16th of September?

A. I did, sir. I was there that morning.

Q. Did you participate in the picketing?

A. I did not.

Q. All right, now, the return receipts that have been offered in evidence as General Counsel's Exhibit 3-A, do they indicate that your letter was sent on September 22? Is that the approximate date you sent it?

A. Yes, sir. That is correct.

Q. Did you sent it to Local 405 as well as to Local 571?

A. No. I did not.

Q. You did not send it to Local 405?

A. No.

[40] TRIAL EXAMINER: Is there any particular reason why you did not sent it to the local?

A. THE WITNESS: I was told I didn't have to.

Q. (By Mr. Barker) Who told you you didn't have to?

A. It was general all over the plant that you didn't, you just had to send the letters to Seattle.

Q. Well, now, at the time you were not in the plant, were you, you hadn't gone back to work?

A. No, I was not.

Q. Where did you get this information out of the plant?

A. Well, before—Before this strike was ever declared, it was all over the plant what you could do if you wanted to get out of the union in time.

Q. Out of the union?

A. Out of the union, yes, sir.

Q. You say it was all over the plant? You mean there was general talk?

A. Wasn't general talk, but, I mean, you could find out about it, yes.

Q. You could find out about it? From whom did you find out about it?

A. One of the supervisors.

Q. I see. One of the Boeing supervisors?

A. Yes, it was.

A. Yes, it was.

Q. After this strike started, did you again talk to this [41] supervisor over the telephone?

A. I did not.

Q. You did not?

A. No.

Q. Did you talk to any other supervisors?

A. No, I did not.

Q. Talk to any other Boeing Personnel?

A. No, sir.

Q. You were informed by a supervisor that to get out of the union all you had to do was send a letter to the Local 751?

A. More to that effect, yes.

Q. Was this in connection with the discussion of whether you would come back to work in the event of a strike?

A. No, sir. It was not.

Q. At the time, there was talk of a strike over the contract?

A. Yes.

Q. And this was prior to the union actually voting to strike or——

A. No. It was after they voted.

Q. It was after they voted to strike?

A. Yes.

Q. All right. So you wrote this letter so that you could go back to work in the plant?

[42] A. Yes, I did.

Q. If there had not been a strike of a picket line, you would not have written this letter?

A. No, I would not.

Q. And you, after you wrote the letter, you didn't wait until you received the return receipt, did you?

A. No, I think it was three days after I sent the letter I went back to work.

Q. All right, you had not yet known whether they had received the letter, or not?

A. No, I didn't ask for a return receipt.

Q. Now, Mr. Groat, you were notified of the charges against you and the time and the place of the trial?

A. I was.

Q. By the union—Did you appear at that trial?

A. I did not.

Q. And after the trial you were notified of the fines that had been placed against you?

A. I was, sir.

Q. Did you make any effort to contact the union to have the fine reduced? Or, to escape the fine?

A. No, I did not.

Q. You haven't contacted the union since you were notified of the fine, have you?

A. No, sir.

[43] Q. You have not rejoined the union?

A. I have not.

Q. Were you aware that some of the employees who had been fined, later had their fines reduced or adjusted?

A. Not to my knowledge, no.

Q. And you kept on working from the 25th of September through the end of the strike?

A. Yes, sir.

* * *

Q. (By Mr. Barker) Did you have in your possession a copy of the International Association of Machinists?

A. I have seen it, yes.

Q. You knew that you could be fined for going through a picket line of the Machinists?

A. Yes.

Q. And, so for this reason in order to avoid a fine, you [44] wrote a letter telling them you were resigning from membership?

A. Terminating from the union, yes.

* * *

JOHN CONNIFF

was called as a witness by and on behalf of the General Counsel and, having been duly sworn, was examined and testified on his oath as follows:

* * *

A. John Conniff, 3642 Meadowdale Drive, Slidell, Louisiana.

Q. Mr. Conniff, were you employed by the Boeing Company at the Michoud Plant at the time of the strike in 1965?

A. Yes.

Q. Approximately, when, did you go to work for the Boeing Company?

A. May of '64.

Q. And that was at the Michoud Plant?

A. Yes, sir.

Q. Were you a member of the Boosters Lodge 405?

[45] A. Yes.

Q. And you were a member at the time that the strike occurred?

A. At the time that the strike occurred?

Q. Yes, at the time the strike occurred.

A. Yes, I was a member at the time the strike occurred.

Q. Did you make any effort to resign from the union?

A. Yes.

Q. Would you tell the Court?

A. The three letters I sent the union and the company?

Q. When did you—do you recall when you sent these letters?

A. On the 19th of September.

Q. Who did you send the letter to, then?

A. The company, the union, in Seattle.

Q. The union in Seattle, 751?

A. Right.

Q. How did you send these letters?

A. The ones on——

Q. September 19th.

A. 19th, well, regular mail.

Q. Did you keep a copy of these letters?

A. Yes, I did.

Q. Now, you sent those regular mail, did you later send any other letters?

[46] A. Yes. I sent additional letters, this is on, actually, the 21st, I believe, the 20th, after I returned to work—certified, registered mail.

Q. Who did you send these letters to?

A. To the company and the union, again.

Q. Did you keep a registration slip on these letters?

A. Yes.

Q. I show you a document marked for identification as General Counsel's Exhibit No. 4, Mr. Conniff, and ask you if that is the copy of the first letter which you sent?

A. Yes.

Q. And I show you a document marked for identification as General Counsel's Exhibit 4-A and one marked General Counsel's Exhibit 4-B, and ask you if this is a copy of the registered letter and registered receipt that you mailed?

A. Yes, sir. Yes, sir, it is.

MR. JOHNSTON: I now offer General Counsel's Exhibits 4, 4-A, and 4-B into evidence.

TRIAL EXAMINER: Is there any objection?

MR. STOUT: No objection.

MR. BARKER: What is the date on that one, the 21st?

MR. JOHNSTON: Registered the 21st.

MR. STOUT: The date of the letter, or the date of the receipt?

MR. JOHNSTON: The date they were mailed certified.

[47] TRIAL EXAMINER: Any objection, Mr. Barker?

MR. BARKER: No, your Honor.

TRIAL EXAMINER: Very well, they are received.

* * *

Q. (By Mr. Johnston) Did you ever receive a reply from the union about your resignation?

A. No.

Q. Did you ever receive any notification from the union that you had been fined?

A. Yes, I did, in a letter.

Q. Do you recall the amount of the fine?

A. No. I think it was $450.00.

Q. Did you ever pay this fine?

A. No.

Q. Did you, at any time, receive a letter from the union's attorneys that legal action had been instituted against you?

A. Yes.

Q. To your knowledge, was legal action instituted against you?

[48] A. No. I don't think so.

Q. Were you ever served with any citation?

A. Yes, I was.

* * *

Q. (By Mr. Johnston) Now, I think you mentioned a minute ago, when did you first return to work during the strike?

A. On the 20th of September.

Q. You had not worked during the strike up until that time?

A. No.

Q. You testified that you sent the resignation letter to the union in Seattle? Why did you send it to Seattle?

A. This was after I got to work and I had already sent one set of letters to Seattle.

Q. Yes?

[49] A. Well, I called up my boss and asked him where we should send the letters of resignation to the union. He said all letters would have to be sent to Seattle, not down here. He didn't ask me whether I was coming back to work or not. That was it.

Q. Have you ever been advised the fine has been revoked, or anything?

A. No.

• • •

CROSS EXAMINATION

Q. (By Mr. Barker) Who is your boss, Mr. Conniff?

A. Beg your pardon?

Q. Who was your boss, at the time?

A. Paul Bowman.

• • •

Q. And after the strike started on the 16th, you just picked up the phone and asked him where you should send thhe letter to resign from the union?

A. No, sir. I was out of town until the week-end and come back into town, and when I got back into town, I knew that the union had gone on strike and thought about resigning. I made up my mind I was going to, so I called him up and asked [51] him where—whether I should actually notify the company. He said, "You notify the company and the union, both, in Seattle."

Q. 751?

A. Yes, I believe that is it in Seattle and I sent the letters to Seattle to the company and to the union, both.

Q. What was Mr. Bowman's position, at the time?

A. He was unit chief in material.

Q. Unit chief in material?

A. Yes, sir.

Q. He had nothing at all to do with Local 405 or 751, did he?

A. No, sir.

Q. Did you call Local 405 to find out how you could resign?

A. No, I didn't.

Q. What was your purpose in resigning?

A. I had just got back off my honeymoon, spent all our money—had to go to work—Like I said, I thought about

this while I was on my honeymoon. We heard on the radio that the strike had taken place.

* * *

[52] Q. You wrote the letters in order that you could go back to work as you felt——

A. Yes, it terminated my membership from the union.

Q. Yes. And your purpose in terminating your membership; was to return to work?

A. Yes.

Q. Now, after you wrote the letter of September 19, as I understand it, you went back to work on the 20th of September?

A. Yes.

* * *

[53] Q. In this letter, 4-C, going back to 4-C, you use this language;

> "I find it necessary, at this time, to notify you of my resignation from Local 405, International Association of Machinists, New Orleans, Louisiana. My job does not require union assistance, any longer. Therefore, I would appreciate [54] you dropping me from the union membership."

Did you compose that letter, or was that language suggested to you by someone else?

A. I composed the letter, I know, in both cases.

Q. You knew at the time that the contract had expired, I assume?

A. Yes, sir.

Q. Was your job, at that time, covered by the contract that had expired?

A. (no response)

Q. I mean, were you represented by the union, on your job?

A. You mean at work?

Q. Yes.

A. Yes. In department I was in, yes.

Q. And you returned to work in that same department?

A. Yes, I did.

Q. Now, did you receive a notification of charges that had been placed against you?

A. Yes.

Q. And, of the substance of the charges and the time and the date of the trial?

A. Yes.

* * *

[55] Q. (By Mr. Barker) After you received this letter notifying you of the trial and charges, did you appear for trial?

A. No, sir.

* * *

[56] Q. My question was: Did anybody advise you not to appear for trial and who were they?

A. No. Nobody advised me not to appear for trial.

Q. When you got the notice of trial did you discuss it with the same—your supervisor, Mr. Paul Bowman?

A. No, sir.

Q. Did you discuss it with any other company official?

A. No, sir. I don't believe so.

Q. All right. You knew you had a right to appear for trial—at the trial?

A. Yes.

Q. All right. Now, after you chose not to appear at the trial, were you notified of the levying of a fine?

A. Yes, sir.

Q. In the sum of $450.00?

[57] A. Right.

Q. Were you familiar with the provision of the constitution of the International Association of Machinists?

A. No, I am not.

Q. Had you ever asked for or received a copy of the constitution?

A. Yes, I have. I have read some of it.

Q. You had read from the constitution?

A. Yes.

Q. You knew that you could be fined and so forth, for going through a picket line?

A. I don't believe so.

Q. All right. In fact, the letter sent you referred to the constitution in certain articles in it, did it not?

A. Yes.

Q. And now, after you were notified that you were fined, did you make any effort to contact the union to have the fine relieved or remitted?

A. No, sir.
Q. None, whatsoever?
A. No.

* * *

[53] Q. I will show you your exhibit, General Counsel's 4-C, which is a copy of a petition and citation filed in the First District Court of the City of New Orleans by the late Thomas J. Meunier, of my law firm. (presenting document) You were served with a copy of this citation and petition, making demand upon you of the payment of the fine, plus interest and cost, were you not?
A. My mother was.

* * *

[59] Q. All right. When you were served with a copy of this, what, if anything, did you do?

MR. STOUT: I object. It is immaterial, what defensive steps this witness may have taken in the First District Court in New Orleans, to the issues of this case.

Q. (By Mr. Barker) Did you turn this over to the company, and are they defending this suit for you?

MR. STOUT: Same objection, your Honor.
MR. JOHNSTON: We would have objected earlier on the basis of the relevancy of this line, as the company has not been charged with anything.

* * *

[60] TRIAL EXAMINER: All right. I will permit it.

Q. (By Mr. Barker) You may answer the question.
A. Yes, sir. I did take this to work.
Q. Take it where, sir?
A. To work.
Q. You didn't take it to work, you took it to Personnel, is that what you are telling us?
A. You confuse me with "Personnel."
Q. Took it to Labor Relations.
A. Yes.
Q. Did they assume the defense of that suit?

MR. STOUT: I object on the grounds, one, that it is calling for a conclusion of law and is beyond the scope of knowledge of this witness; secondly, even if the company did undertake to aid in the defense of the civil suit, I think the Leeds &

Northrup Case clearly provides that the company [61] may do so.

TRIAL EXAMINER: I am certainly not agreeing with Mr. Barker's contention that it would be a defense, that it is a complete or a partial justification for what the union did, but——

MR. STOUT: The fine had already been levied, at this time, your Honor.

TRIAL EXAMINER: I realize that but if it is a part of a fabric, as the union alleges, this whole thing, I think they can ask that. Go ahead.

Q. (By Mr. Barker) Did the company assume the defense for you?

A. Yes, sir. I think so.

Q. The company's attorneys are handling it, are they not?

A. Yes.

* * *

Q. Changed lawyers, is that correct? They changed from Mr. Bernie Marcus to Kullman & Lang—You are not paying the company lawyers, the company has assumed the burden of paying these lawyers?

A. I believe so.

* * *

[62] MR. JOHNSTON: Counsel for the parties will stipulate a document marked General Counsel's Exhibit 5, a copy of the Constitution of the International Association of Machinists and Aerospace Workers was in effect at the time of the strike.

Counsel for the parties will stipulate that a document marked General Counsel's Exhibit 6, is the copy of the by-laws of Booster Lodge 405, International Association of Machinists, in effect at the time of the strike.

Counsel for the parties will stipulate that a document marked General Counsel's Exhibit 7, is a copy of the Collective Bargaining Agreement that expired in September 1965.

[63] Counsel for the parties will stimulate a document marked General Counsel's Exhibit 8 is a copy of the Collective Bargaining Agreement executed in October, 1965.

TRIAL EXAMINER: General Counsel's Exhibits Nos. 5 through 8 are received, pursuant to stipulation of the parties.

(The above-referred to documents, General Counsel's Exhibits Nos. 5 through 8, were marked for identification and received in evidence).

MR. JOHNSTON: Counsel for the parties will stipulate that a document marked General Counsel's Exhibit 9, is a letter from Gene P. Griffith, Secretary-Treasurer, of Local Lodge 406 addressed to the company, which letter was sent to the company by the union on November 14, 1965. It contains an attached list of names of employees.

MR. BARKER: What is the date on that?

MR. JOHNSTON: November 4, 1965.

TRIAL EXAMINER: Mr. Barker, is 751 the District as distinguished from the Local?

MR. BARKER: That is correct, your Honor. That is correct.

TRIAL EXAMINER: I take it, Local 405 is where—within the 751 District?

MR. BARKER: No, it isn't.

TRIAL EXAMINER: What district is 405 in?

[64] MR. BARKER: It is not within any District. Local—I will get the precise——

I will be glad, at this time, to stipulate as to the precise situation.

MR. JOHNSTON: Your Honor, the old contract that expired, 405 was not a party in the signature to the contract. They came in existence after the contract was executed. We intend to put on evidence showing why these letters would have been sent to District Lodge 751 by virtue of some of the terms in the expired contract.

MR. BARKER: I will propose a stipulation as to the situation with respect to Local 405 and District 751.

Could we go off the record for just a minute?

TRIAL EXAMINER: Off the record.

(Discussion off the record.)

TRIAL EXAMINER: On the record.

MR. BARKER: We propose a stipulation for explanation of the relationship between the District Lodge, 751, and Booster Lodge 405. I am informed that District Lodge 751 is a District Lodge in Seattle, Washington, made up of six local unions representing the employees of the Boeing Company, and contracting with the Boeing Company, that in 1963, Booster Lodge 405 was established as a remote

lodge in what has been defined in the contract then in existence as a remote location meaning, remote from Seattle, Washington and was established at New [65] Orleans, Louisiana, representing the employees of the Boeing Company at the New Orleans, Louisiana operation. The particular definition of primary location, which Seattle is one, where 751 is located, and remote location, of which, the Booster Lodge 405 is one, are designated by the company in accordance with the Agreement and the explanation appears at pages 7 and 8 of the Collective Bargaining Agreement, effective May 17, 1963, General Counsel's Exhibit No. 7.

Among other locations under this same remote arrangement, are locals at Huntsville, Alabama and at the Mississippi Test Facility, both of which are remote from New Orleans. The Mississippi Test Facility is located at Lumberton, on the Pearl River, just over the line from Louisiana.

TRIAL EXAMINER: So Stipulated.

MR. JOHNSTON: Did you include the Mississippi Test Facility, indicate they had a separate local?

MR. BARKER: We indicated that it was a separate, remote location.

MR. JOHNSTON: Covered by Local 405?

MR. BARKER: Correction in the stipulation. Local 405 at the time of the contract—at the time the contract was in effect—covered the employees at the Mississippi Test Facility and at Huntsville, Alabama, as well as, the Michoud Plant.

TRIAL EXAMINER: Do you so stipulate?

[66] MR. JOHNSTON: Yes, we will stipulate to that with reservation to put on additional evidence, if we deem it necessary.

MR. STOUT: The charging party feels the same as General Counsel.

TRIAL EXAMINER: Are there six locals in District 751 all in the Seattle area?

MR. HILTON: Seattle-Renton area.

TRIAL EXAMINER: Is the name Boosters Lodge—is Booster a type or place or what?

MR. HILTON: This was the name that the members chose that this location be called, down here.

TRIAL EXAMINER: I see.

* * *

[67] AFTERNOON SESSION

TRIAL EXAMINER DONOVAN: On the record.

MR. JOHNSTON: Was General Counsel's Exhibit No. 9 received?

TRIAL EXAMINER: Well——

MR. JOHNSTON: I think the question came up about the difference between 751 and 405. At the time, I proposed a stipulation on it.

TRIAL EXAMINER: Well, did you agree on the stipulation?

MR. JOHNSTON: I was going back to the stipulation before then. General Counsel's 9 was a document which we stipulated to was a letter sent from the Union to the company.

TRIAL EXAMINER: I will receive it if it isn't already.

* * *

[68] MR. JOHNSTON: Counsel for the parties will stipulate to certain exhibits being received. The document marked for identification General Counsel's Exhibit 10 is a copy of a form letter sent to the employees concerning fines levied against them, or rather concerning if the hearing would be held on charges for working during the strike. [69] In the body of the letter it names a specific date here, but the trials were held at different dates. During the period of time from November through December 5, '65, a copy of the form letter sent to the various individuals.

TRIAL EXAMINER: The union and so forth—is there any contention about the internal processes of the imposition of the fine, whether the Union followed its rules, or whether the rules were fair on their face, or anything of that nature?

MR. JOHNSTON: We are not raising that, the question that the procedural aspects of the trial were in any way unfair.

TRIAL EXAMINER: In your—in other words, you are making the assumption that everything was proper within the union, but that the fine is excessive and so forth?

MR. JOHNSTON: Correct. We are not talking about the procedure as such. The threat of being fined and so forth would be part of the violation that the fines were excessive.

We were not talking about the internal procedures of the trials themselves.

MR. STOUT: We agree with General Counsel, but reserve the right to question the regularities on internal procedure. Part of the procedure itself is valid.

MR. BARKER: Mr. Stout represents the charging party.

I don't believe he can take that position inconsistent [70] with that of General Counsel.

TRIAL EXAMINER: We will see, we will see what you offer. Maybe you won't say anything further on it. I don't know.

I raised that because I would like to nail this thing down, and eliminate if possible the going into the procedure at the time——

MR. STOUT: No, sir, I don't intend to do that in this trial. Just reserve position.

MR. JOHNSTON: May I have a document marked for identification as General Counsel's Exhibit 10, another form letter sent to the employees during the period earlier stated, notifying them a fine had been levied against them, explained within the body of the letter; and a document marked as General Counsel's Exhibit 12, is a copy of another form letter sent to the employees in the same period, determining the fine; a document marked General Counsel's Exhibit 13 is a copy of another form letter dated November 3, and sent to the employees who were fined; a document marked General Counsel's 14 is a copy of another form letter November 3 to—sent to the employees.

The difference in the November—the two letters, one that is explained within the body itself. Some were found guilty of crossing the picket line, and others were found guilty on their own admission. But it is explained in [71] the body of the letter.

* * *

MR. JOHNSTON: The last two, 13 and 14, were November 3, 1967.

TRIAL EXAMINER: Unless you want to hold the originals for some reason, just give me the whole works. You don't have to take them apart.

MR. JOHNSTON: Another document, General Counsel's Exhibit 15, is a copy of a form letter that was sent to the employees whose names are attached to this exhibit, about 91 names on this list, sent to them on or about the date indicated. That is a letter from the union's attorney, the late Thomas Meunier; a document marked General Counsel's Exhibit 16 is a document showing the names of those employees fined and the amounts that they were fined. The first sheet is a captioned list of those fined, as they appear in the Local 405 minute books, at the beginning of the top of the fourth page is a notation "50 per cent fines", and

these employees were fined $450, but later reduced or in lieu of paying half of what they earned during the strike; opposite that is a column listed Collected. It shows the amounts of various individuals paid and those who have paid in full.

[72] There is a notation PIF after it on the last page of that document. Three names are there, which two are found not guilty, and one was mistrial, and not retried.

MR. BARKER: Do you stipulate the letters to the authenticity of the documents, as well as what is your proposal? This was taken from the minutes of the organization?

MR. JOHNSTON: Yes, we will stipulate to that. We had one just a few discrepancies in that list, and the letter Mr. Meunier sent to the 91—of names that he gave had been sent, they were fined $450, and a similar list sent to them threatening the court action, not listed on the last exhibit there, but I think that would be a matter for compliance later on, assuming a favorable court order is rendered.

Otherwise we will stipulate to the authenticity of the fines.

MR. BARKER: All right, that is satisfactory.

MR. JOHNSTON: Another document marked General Counsel's Exhibit 17 is a list of names of employees who were fined $450 working during the strike 1965. The court action suits have been filed against these individuals similar to the suit filed against Mr. Conniff, which is in evidence as General Counsel's Exhibit No. 4-C, with the exception these were suits that have been filed within the [73] last week, that is——

MR. BARKER: Some of them were earlier suits. I am not sure exactly which ones. Perhaps Mr. Stout can help me out on that. I believe the first three are earlier suits.

MR. STOUT: Mr. Barker, as far as I can tell from my file, the only suit where we have entered an appearance has been the one where Mr. Marcus originally filed, that would be the Conniff suit.

MR. JOHNSTON: They have been filed.

MR. BARKER: Some have been filed recently. All right.

MR. JOHNSTON: The document marked General Counsel's Exhibit No. 18 is a list of names of those employees who wrote resignation letters to—that were received by the District Lodge 751 in Seattle, with the date opposite each name being the date the letters were postmarked.

MR. BARKER: We do not contend or see the relevance of

the postmark date on the letters as distinguished from the date that the letters may have been received by 751. I personally do not quite understand the General Counsel's information on that. We will stipulate that our investigation indicates from checking with letters on hand that the dates that appear on that list appear to be the dates that the letter received was postmarked or the date that the letter received was itself dated. We are not certain that [74] that is true in every case. Am I correct in that?

* * *

MR. JOHNSTON: I am sorry. In an off the record discussion, Mr. Barker and I were discussing amending the stipulation on the last exhibit, that the date indicated opposite the name of each employee on the list is the date that the letter was either postmarked or received by District Lodge 751 in Seattle. Is that correct, Mr. Barker?

MR. BARKER: Yes, that is correct, and I might explain that the confusion arises in that the transmittal memorandum originally sent October 6th, 1965, to Mr. Harold Higgins from Walter E. Berg, the District Secretary-Treasurer indicated that it was a list of certified and registered letters for the dates received.

A later checking by the Regional Office of the Labor Board indicates that the dates may be the date where postmarked, and checking with the letters in evidence as Exhibits indicates that the dates as to those two letters, Mr. Conniff and——

MR. JOHNSTON: Mr. Merriwether I guess, and Mr. Conniff. [75] MR. BARKER: Mr. Merriwether and Mr. Conniff indicate that the date on the list is the date that they mailed their letters.

TRIAL EXAMINER: Yes.

MR. JOHNSTON: Or either, instead of Mr. Conniff, Mr. Groat, I think. But the record will show I——

TRIAL EXAMINER: Mr. Johnston, is that material to your contention that these resignations were received before the people crossed the picket line or went to work?

MR. JOHNSTON: The argument we would make was wherever they were posted in the mail, if it was prior to the time they went to work it would be material, it would be the posting time that we contend would be material.

Second would be when it was received. The first argument was when they were posted.

TRIAL EXAMINER: It is difficult for you to make the argument about the receipt, it seems to me, because of the nature of the stipulation. I mean the stipulation is either that they were posted or received. So it seems to me you have to go on what is from your standpoint potentially the weaker position, that they were at least posted on the dates. I don't see how you can argue because of the nature of the stipulation that they were in fact received on the dates, unless you have positive evidence.

MR. JOHNSTON: Well, if we go by the union—if [76] they were received on that date, if that is the receipt date, that means they were postmarked earlier than that.

TRIAL EXAMINER: Obviously.

MR. JOHNSTON: Right.

TRIAL EXAMINER: But from your standpoint, as I understand you, the best position is that if you can assert that they were received on the date, then you can show that they were postmarked before then, and were mailed before then, and so forth. But if you have to rely only on the fact that, well, at least they were postmarked on these dates, I don't see how you can argue the receipt argument.

MR. JOHNSTON: Well, we have a problem primarily here on proof, that the records initially went to Seattle; the withdrawal letters themselves are not available. Our records in Seattle indicated that date was the date of posting, as opposed to receiving. But the union contends that that is or may be the receipt date.

MR. BARKER: We don't know, because we had a communication thing that it was the days the letters were received. This may be just a careless writing at the time. It was not important to the writer, a checking of the list against the actual two letters in evidence indicates the date on those two letters were the dates they were postmarked.

TRIAL EXAMINER: Can you say what would be the normal period of [77] delivery from say this town to Seattle or wherever the district would be?

MR. JOHNSTON: I——

TRIAL EXAMINER: I mean, let's take an order mailed first —never mind air mail, or is it impossible to predict these dates?

MR. JOHNSTON: It may be a better service today than it was three years ago.

MR. STOUT: Your Honor, our experience with other

Seattle plants, our experience is to three day delivery, usually two days, depending on when it gets in the mail.

MR. JOHNSTON: I think about the only argument we could make would be on the basis then of say the letters we already have in evidence, showing when they were mailed and received, and use that as a guide, unless we could agree on something. Do you have any suggestion, Paul?

MR. BARKER: No, I have no suggestions.

MR. STOUT: I would like to correct a misstatement I made a moment ago in connection with the suit pending in Civil Courts. I stated that Conniff was the only one where we entered an appearance. I find on making a further look in my file Clinton Whiting suit, IAMAW, Local 405, vs Whiting, the same court apparently, the same type of suit. I say we; I mean my law firm.

MR. JOHNSTON: Continuing on as stipulations on [78] the record, I have four documents marked as General Counsel's Exhibit 19, which is a Boeing personnel record for the week ending 9-16-65, and General Counsel's Exhibit 20, Boeing personnel record for the week ending 9-23-65. 21 is a Boeing payroll record for the week ending 9-30-65. General Counsel's 22 is a payroll record for Boeing personnel, week ending October 7, 1965.

I would point out for the record that on General Counsel's Exhibit 20 there is set forth the hourly rate of pay of each employee at the time of the payroll, which would show the hourly rate of pay at that time.

I might also point out that these records—payroll records—would show the day each employee worked during the period of the strike, a few days before the strike started, and a few days after the strike ended. The payroll records are not alphabetical, but they were numerical by the last four digits of the employees' Social Security card.

So for the purpose of working with the payroll records, I have another exhibit marked General Counsel's Exhibit 23, which is an alphabetical listing of all the employees. 23, correction, this is General Counsel's Exhibit 23. Exhibit 23 is an alphabetical listing of employees and their clock number is opposite their names.

TRIAL EXAMINER: You have no—you have prepared no collation between the people that you contend were [79] discriminated and the payroll?

* * *

MR. JOHNSTON: We are going to show all this information, pull out all the material on the individuals we claim have been discriminated against. These would be particularly with those that fall in the category of having resigned, prior to the time they went to work. We have got to go to the receipt posted, and the payroll records.

TRIAL EXAMINER: I just wanted to be sure that somebody was going to do that.

Do you join in the stipulation?

MR. BARKER: Yes.

TRIAL EXAMINER: They are received.

(The documents above referred to were marked General Counsel's Exhibits Nos. 10 through 23, were marked for identification and received in evidence.)

* * *

[80] MR. JOHNSTON: I have a stipulation to propose. Counsel for the parties stipulate between themselves that the expiration date of the old contract that expired September 15, 1965, and the execution of the new contract was in October. This was no contract in effect during that period.

MR. BARKER: So stipulated.

MR. STOUT: Yes, sir.

TRIAL EXAMINER: Stipulation received.

* * *

[82] RONALD FARENBACHER

was called as a witness by and on behalf of General Counsel, and having first been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

* * *

A. Ronald Farenbacher, 2821 Packenham Drive, Chalmette.

Q. Were you employed at the Boeing Company, the Michoud plant, at the time the strike of September 1965?

A. Yes, I was.

Q. Do you remember—did your wife also work there?

A. Yes.

Q. What is her name?

A. Dorothea Fahrenbacher.

Q. Were you a member of Booster Lodge 405 at the time?

A. Yes.

Q. At the time of the strike, did you make any attempt to resign from the union?

A. Yes, I did.

Q. Would your state what you did?

A. I wrote the required letters. My wife and I both wrote the required letters, and sent one copy to the District in Seattle, the union in Seattle, and one to the company, and——

Q. Do you recall when you wrote these letters?

A. The 20th of September.

[83] Q. Do you recall when you mailed them?

A. The same day.

Q. How did you send these letters?

A. Sent them by Registered Mail.

Q. Who mailed the letters, do you recall?

A. My wife and myself, both.

Q. Did you see her write her letter?

A. Yes.

Q. Did you see her mail her letter?

A. Yes.

Q. Did you get Registered Receipts on the letters?

A. Yes, I did.

Q. Did you keep a copy of the letter you sent to the union?

A. No, I didn't.

Q. Mr. Farenbacher, I show you a document marked for identification General Counsel's Exhibits 25, 26 and 27, 27-A and 27-B and 27-C, and ask you if these are the letters which you and your wife sent and the registered receipts showing to the company?

A. Yes, they are.

Mr. Johnston: At this time I offer General Counsel's 25, 26, 27, 27-A, 27-B and 27-C into evidence.

Trial Examiner: I believe you said no objection, Mr. Barker?

[84] Mr. Stout: I have no objection.

Trial Examiner: They are received.

* * *

Q. Do you recall when you went to work during the strike, what date?

A. The 21st of September.

Q. And when did your wife go to work, or did she work during the strike?

A. The same day. She did work during the strike, the 21st.

Q. Did you ever receive any notation from—notification from the union concerning the letter of resignation you sent?

A. No, I didn't.

Q. Did you later receive word you had been fined by the union as a result?

A. Yes, I did.

Q. Those records are in evidence. Prior to the strike, did you work every day for a period leading up to the strike?

[85] A. No, I didn't.

Q. Would you—would you tell the Court why you were off work, if you were off work?

A. Well, I know there was—well, there was a hurricane. I'm not sure of the exact date of it, but it, the actual expiration date of the contract fell somewhere within that period, after the hurricane. And so I wasn't working at the time that the contract expired.

Q. Why weren't you working?

A. Well, Chalmette was isolated. It was impossible to get there. To get in or out for a while there. I'm not sure how long.

Q. You were living in the Chalmette area?

A. Yes, I was.

Q. Did you suffer any damage due to the hurricane to your home?

A. I didn't. My family did, my mother and father and in-laws.

Q. And do you recall about how long you were off work due to the hurricane?

A. I'm not sure. It may have been somewhere around a week, possibly two weeks. But the first date that I came back to try to go to work, I didn't realize that the strike had been—that it has taken place. When I went in, it was the 20th. We saw the picket up. We turned around, went [86] home and wrote our letters, and returned the following day.

Q. Did your wife work during the time you were off because of the hurricane?

A. No.

• • •

CROSS EXAMINATION

Q. (By Mr. Barker) You are not telling the Court you couldn't get back to work after the hurricane for a period of a week to two weeks, are you?

A. Yes, I am.

Q. The transportation was so bad from Chalmette, you couldn't get from Chalmette across Paris Road, or by way through the city of New Orleans, to the plant at Michoud?

A. I do.

Q. In other words, you never left the area of Chalmette for a week or two weeks?

A. From the time when the hurricane struck, and the time I went in, on the 20th, I didn't leave Chalmette.

Q. You could have gotten out if you wanted to, couldn't you?

A. No, I'm not sure how long it was isolated, but there was water on Parish Road and water just below the Industrial Canal.

• • •

[87] Q. Yes. Now, you remained out from the date of the hurricane, September 9, 1965, until September 20, 1965. Did the company penalize you for staying out during this period of time?

A. Well, they didn't pay me.

• • •

[88] Q. You mentioned on your direct testimony that you and your wife wrote the required letters to Seattle. What do you mean by required letters?

A. Well, it was the—we were informed that in order to get out of the union, we had to write a letter and send it Registered to the union, in Seattle, and one to the company, which we did.

Q. Who informed you of that?

A. I believe my wife is—union steward—I'm not sure who it was.

Q. Did you talk to any of the company representatives?

A. No, I didn't phone the company that day. No.

• • •

[89] Q. (By Mr. Barker) Now, Mr. Farenbacher, after you returned to work, you were notified that you would be brought to trial?

A. Yes.
Q. Did you appear at your trial?
A. No, I didn't.
Q. Neither you nor your wife, is that correct?
A. That's correct.
Q. And after the trial did you make any further effort to contact the union with reference to your finances?
A. No, I didn't.

* * *

Q. You have made no request and no effort to have your [90] fine reduced, have you?
A. No.

* * *

JOHN E. NAU

was called as a witness by and on behalf of the General Counsel, and having first been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

* * *

Q. What is your occupation, Mr. Nau?
A. I am the Labor Relations Manager for the Wichita Division of the Boeing Company.
Q. Did you serve in a similar capacity at the Michoud plant in New Orleans?
[91] A. I did.
Q. What period of time was that?
A. From April 1962 until October 1966.

* * *

Q. (By Mr. Johnston) Mr. Nau, when you were at the Michoud plant, for Boeing, would you describe what your duties were in the position you held?
A. My responsibilities were to handle the labor relations for the company, for the southeast portion of the United States, which includes New Orleans, Mississippi, Huntsville, Alabama, and the Cape in Florida.
Q. How long have you been working with the Boeing Company altogether?
A. Since April 1949.
Q. To your knowledge at the time of the strike, September 1965, were any instructions put out with respect to how

to answer the inquiries from employees about resigning from the Union?

A. Yes, definitely.

Q. Who prepared these instructions?

A. I did.

Q. Who were the instructions given to?

[92] A. They were given to the personnel manager in Huntsville, Alabama, who was my representative there, and to personnel representatives here in Michoud who handle the personnel office out at the plant.

Q. I show you a document marked for identification as General Counsel's Exhibit No. 28, and ask you if this is a copy of the instructions which you testified about?

A. This is correct, this looks like a carbon of the original letter.

Q. All right.

MR. JOHNSTON: At this time I offer General Counsel's Exhibit 28 into evidence.

* * *

TRIAL EXAMINER: I will receive it.

* * *

[93] Q. (By Mr. Johnston) Now, these instructions you testified who you gave them to; what was the purpose of the instructions?

A. These two individuals I gave them to headed up the personnel groups that would undoubtedly—their people would be contacted by the bargaining people regarding this question as to, in the event they cared to get out of the union, what approach or method they should use, so to make sure that, No. 1, there was no encouragement to anyone to withdraw their membership in the union, and No. 2, to inform them as to the procedure that had been used in previous years. I put this out to the personnel manager in Huntsville, Alabama, and to the supervisor over the personnel group here at the Michoud plant.

Q. You testified about the procedure which had been used over previous years. To what are you referring now?

A. In previous years where he had an, either an escape period in the contract—

MR. BARKER: We object. Wholly irrelevant and immaterial. There is no way we can cross examine this witness on this. It has no relevancy in this case.

The company is not on trial as to the policies [94] in previous years. It has nothing to do with the organization or the strike that happened at the Michoud plant.

MR. JOHNSTON: Your Honor, I think it is certainly material, and relevant here. You had the provision in the collective bargaining agreement which 405 was not a party to, but came into existence after the execution of the agreement that led up to the time of the strike, how employees might go about resigning from the union, or electing not to become a member, which is specified in the contract.

TRIAL EXAMINER: I will admit it.

MR. BARKER: We point out the contract expired at the time of the strike.

TRIAL EXAMINER: I take it this doesn't deal specifically with a particular contract period, but I understand it to be a general practice, how they operated or how the company thought they operated, and I can see where that can be of some help.

Q. (By Mr. Johnston) Continue, please.

A. In previous years the policy that was used by the company and the union—

MR. BARKER: We object to this witness testifying about any policy on the part of the union, unless he is referring to a specific document. This is a membership policy. That man is not a member of the union.

TRIAL EXAMINER: I think perhaps what you should [95] say is what the company did and what the union did, if you know specifically.

THE WITNESS: The company has in some previous years advised their employees that when there was an escape period in the contract, or in the case of 1962 when there were periods of no contract, that the general procedure to follow was to send a registered letter to the union and to the company, informing both parties that they wish to terminate their membership in the union, and to cancel their payroll authorization for union deduction. And in the past years, including 1962, this procedure was followed and accepted by both parties.

So when in 1965 it came up, and we again had a period of no contract, the employees were so advised of what the procedure had been the previous years, and that is exactly what I notified the appropriate personnel representatives as to—so to inform any individual who asked them whether they wanted to get out of the union, how to get out.

Q. (By Mr. Johnston) Now, with respect to the strike, we have in evidence the document, General Counsel's Exhibit No. 9. This is a letter addressed to you. Is that a letter you received from Mr. Griffith?

A. That is the letter I received.

Q. Attached to that are a list of names mentioned of employees written, certified letters either to District [96] Lodge 751 or 405 concerning terminating their membership?

A. Right.

Q. Did you have an discussion with Mr. Griffith concerning this letter, either prior to the time it was received or after you received it?

A. I did.

Q. Would you tell the Court what this conversation was, what conversation you had?

A. It has been a practice of the Boeing Company to work closely with the union in the year that I have been with the company, involving payroll deduction, because it is a complicated situation at the best, or at the least. So when all these letters were being sent to 751 in Seattle and to the union office in Seattle, and then being forwarded for the most part down to the union here, I requested from Mr. Griffith which again has been the practice in the previous years that if he would give me a list of all the people that sent letters to the union requesting termination, and then I would compare that with the list that I had compiled of the letters that the company received, then it would expedite the record, keeping on both part so that his organization would have a record as to the people who cancelled their payroll deduction so they could get their bookkeeping up to date as expeditiously as possible. So Mr. Griffith sent this letter to me with the names of these [97] people.

Q. To your knowledge, did the employees whose names appear on that list ever write letters to the company resign-

ing or advising you they had resigned from the union?

A. For the most part we received letters from the names of those employees that appear on the list that Mr. Griffith sent. There were a few names on his list that we had not yet received a letter from Seattle, and there could have been, and I think there were a few names that I received also from, in which Mr. Griffith had not received word from 751 in Seattle that they had received their letters. But for the most part, that list compared with the list that I compiled.

Q. Do you recall anything further discussed with Mr. Griffith?

A. No. I am of the belief that I, after receiving his list, that I compiled a list to compare with that, and in the exceptions, and I sent him that list. So again, for record keeping on both parts.

Q. Did Mr. Griffith raise any question about the letters, having been sent to District Lodge 751?

A. None.

Q. The employees on the list attached to Mr. Griffith's letter were payroll deductions stopped on those employees?

A. They were. They were not stopped immediately because, [98] if I recall it correctly, the strike lasted some 19 days. The letters were sent to Seattle. Many letters were received, letters in Seattle, from Seattle people. And it took, I think, through December before we completed our entire procedure of taking care of those people who requested payroll deductions to be cancelled, and refunded those in which we did take dues out, subsequent to October 21, 1965.

TRIAL EXAMINER: Were the payroll and payroll deductions made locally at the local plant?

THE WITNESS: Yes, here they made locally. It started out here in 1962, from Seattle. But by 1965 we did have our own payroll section.

Q. (By Mr. Johnston) On the checkoff, for instance, to whom did you remit the dues locally?

A. Initially the dues were remitted to my memory to 751 in Seattle, and then some time in the spring, I think, of 1963, 405 was officially made a Booster Lodge. I may be wrong in the date, but some time in the spring, I think at that time, I think they requested, 751 requested dues be for-

warded direct to 405. I am just scratching my memory on that.

* * *

[99] Q. (By Mr. Johnston) When the employees are hired or transferred when they first go to work for the company out here, are they given any instructions concerning the union security clause, or maintenance membership provision?

A. We have a contract being from 62 to District 65. It had a provision whereby when an employee hired in to Seattle, which was the primary location, or any remote location in Seattle, in which Michoud was a remote location, that two letters would be given to that employee. One was given at the time he was hired, which informed the employee that he would have thirty days in essence to make up his mind as to whether he wanted to join a union or not. In the event he did not wish to join the union, then between thirty and forty days after his date of hire, he would be requested to send a letter to the 751 union in Seattle, and the corporate labor relations office in Seattle, indicating that he did not wish to join the union.

If he did not send in that letter within the 30 or 40 day period, then he must join the union within the 30 days as a condition of continuing employment.

A second letter was given again informing him of the maintenanceship clause within the contract, and what he had to do if he cared not to join the union again, the dates on which he had to send his letters.

Trial Examiner: Suppose this new hire had signed [100] a card saying he did want to join the union, then what did he do?

The Witness: He did not sign the card with the company. If he cared to join the union, he contacted the union, or the union contacted him, and if he cared to join the union, then he signed the membership card that the union presented to him. And then the following month usually, along with the payroll authorization card, then the union presented the payroll authorization card to me the following month, to initiate payroll deduction on union dues.

TRIAL EXAMINER: Are you familiar with the union application card that was used at Michoud?

THE WITNESS: I haven't seen it for a couple of years, I think it is—I think it indicated that they agreed to certain dues and fees, and any increase that the membership might vote on subsequent to the signing of the card, and that he could cancel that card, I think it was something about cancellation of the card to the payroll department.

TRIAL EXAMINER: Do you happen to know what organization was named on the card?

THE WITNESS: I think Finance Payroll.

TRIAL EXAMINER: No, I mean which of the unions?

THE WITNESS: Oh, oh! Initially—initially—at the Michoud plant the card showed 751, and after 405 was put into operation they still used 751's cards for some time [101] before they came out with their own card.

TRIAL EXAMINER: Were the checkoff dues remitted to the local, or sent to the district?

THE WITNESS: Sent to the district 751 in Seattle, and I think I am going to have to say that I really don't know what date and what year that our payroll section upon request from the union in Seattle started to send these directly to 405. I don't recall. I don't know when that started, I really don't know.

Q. (By Mr. Johnston) I show you a document marked for identification as General Counsel's Exhibit 29, and ask you if these are the instructions you testified about (presenting document)?

A. They are the instructions.

* * *

Q. (By Mr. Johnston) Was there ever any amendment to the bargaining agreement that expired on September 15, 1965, [102] which is in evidence as Counsel's Exhibit No. 7, concerning whether notification was to be given and who it was to be given to, and if any employee elected not to become a member of the union?

A. You mean when the contract went into effect on October 21, 1967?

Q. Was—Mr. Nau, you were working at Michoud when the hurricane struck on September 9, 1965, which was Hurricane Betsy?

A. Yes.

Q. What effect did this have on the operation of the plant?

A. The plant was closed. You couldn't even get to the plant from my memory. My memory tells me that the hurricane occurred some time in the middle of the week, and the first time I was able to get to the plant was Saturday or was a Sunday. There was extensive damage at the plant, and the plant did not reopen until it was Monday or Tuesday of the week following, the following week, the week following that the hurricane occurred. This was also some few days before the expiration of the contract and the beginning of the strike.

Q. Did you ever have an conversation with any of the union officials or representatives concerning the effect of the hurricane on the employees in relation to the strike?

A. I did.

* * *

[103] Q. (By Mr. Johnston) Who did you have a conversation with?

A. Bud Higgins, Business Representative of 405.

Q. Would you tell us when this conversation occurred?

[104] A. This conversation I am sure I discussed it more than once with him, occurred subsequent to the hurricane and prior to the midnight of September 15, 1965, which was the termination time of the contract.

Q. Do you recall whether these conversations took place —where they took place, and who may have been present?

A. Took place in my office, I'm sure, in the Michoud plant. I—I'm not aware that anyone necessarily was present during these conversations.

Q. Would you please tell the Court what conversations took place on these occasions?

A. On these occasions I discussed the possibility of Mr. Higgins requesting through his International Union that the Michoud plant be spared a strike at this location on the basis of the—of the recent hurricane and the problems that many of our employees had, that both of us were well aware of, as far as losing all their belongings and their homes, and still a lot of them were missing from work because they just couldn't get to work, and we were going—doing everything we could to get help to these people. And it was my belief that since this operation had only been in effect, or

only in operation since 1962, and that the small number of people that we had here at the Michoud plant in relation to the overall bargaining unit in the corporation, that it would not hamper their position as far as negotiations were concerned, [105] and that it would be best for all concerned if he could give this serious consideration.

Q. Do you recall a thing further said during the conversation?

A. None, except as I said I had more than one conversation with him on this issue, and I didn't feel that he wanted to go this route.

Q. Is that what his reply was?

A. His reply was that in fact he did not even—he did not care to contact the International Representative regarding this subject, meaning the Vice-President of the International or the President.

Q. Approximately how many employees were in the bargaining unit at the Michoud plant at that time?

A. At the time of the strike, we had, oh, between eighteen and nineteen hundred employees in the IAMAW bargaining here at Michoud.

Q. Approximately how many employees do you have altogether at the plant, or did you have at that time?

A. I think at that time we had approximately 6,000.

* * *

Q. (By Mr. Stout) Mr. Nau, you answered or tried to show the language on the authorization cards signed by the employees authorizing the union to represent them. These shop [106] stewards in the various departments maintain possession of those cards, did they not?

A. Right.

Q. Now, you mentioned the practice that prevailed in previous strikes, as to notification, either strikes or when no contract was in effect, the practice of notifying the company and the union with regard to withdrawals or resignations from the union. Did this practice develop as the result of joint discussions by the company and the union?

A. It evolved around a practice contractual in the contract. All during the fifties, where we had a yearly contract.

Q. You previously identified General Counsel's 28, as a

document that went to two individuals, I believe, with regard to what to tell employees in 1965?

A. Yes.

Q. Was any general description of that document posted on the bulletin board or was it handed along out to employees, or anything like that?

A. Absolutely not. This has been a practice of the Boeing Company for the twenty years I have been with them. Under no condition do we ever encourage membership or nonmembership in a labor organization.

Q. Now, 1965, probably another in other years, too, but in regard to 1965, the contract negotiations were handled in Seattle, is that correct?

[107] A. That's correct.

Q. In 1965 the strike was—the strike was restricted to the Michoud or the southern division?

A. It wasn't restricted at all. In fact, I think at that particular time we had Boeing employees at some 35 different states who we had bargaining people in all 35. I can't say. But it was not restricted to any other area in the United States.

Q. Would it cover the entire unit described in general Counsel's No. 7, 1963 to '65 contract?

A. It did.

* * *

[108] Q. (By Mr. Stout) Now, Mr. Nau, after the dispute was filed in the First District Court by the IAM against Mr. Conniff, did he have any discussion with you concerning this suit?

A. When the litigation was filed, I was contacted by Mr. Conniff. I am of the impression that it was more than one; two or three. But I was contacted by Mr. Conniff regarding his receiving his information from the District Court.

Q. What if anything did you tell him?

A. I informed Mr. Conniff that if he cared to use the law firm that the company used, that he could contact at that time Mr. Bernie Marcus, or if he cared to use his own attorney, he had that privilege.

Q. All right, sir.

* * *

[109] CROSS EXAMINATION

* * *

Q. Well, I agree with that. Isn't it a fact that the company has agreed to defend these suits for the employees?

A. The company has agreed to use their law firm to defend the employees if the employees so desire. This is correct.

• • •

[112] Q. All right now, you mentioned that the earlier contract, the contract that was in effect prior to the year 1963, and a provision in it for an employee to withdraw his union membership; is that correct?

A. In the fifties, we had yearly contracts, the PF&A provision in it.

Q. That an employee could by a registered letter to the union and another to the company terminate his union membership?

A. This is correct.

Q. I show you General Counsel's Exhibit No. 7, the contract in effect just prior to the strike, and ask you if any such provision is contained in that contract (presenting document)?

A. There is no provision in this contract.

Q. Now, in other words, the union had negotiated out any agreement they had with the company that an employee would be permitted to terminate his membership in the union?

A. During the life of any agreement, this is correct.

Q. During the life of any agreement?

A. Yes.

Q. All right. So when you speak of past agreements or past practices, you are referring to the former written agreement?

[113] A. I referred to the former written agreements only to reveal where this procedure and when it started as far as the Union and the Company how they handled the cancellation of membership.

Q. You are not trying to tell us or the Trial Examiner, are you, that during the life of this agreement that went into effect in 1963 that the Union had agreed with the Company that a man could terminate the membership by sending a written notice to the union?

A. No, I am not, not at all, no.

Q. All right. So that the information you are putting out in this letter here to your inferiors and to your men who

operate under you refer to the past practice that had been contained in contracts.

A. Not entirely. It contained the past practice that was used during the period of no contract.

Q. You say used by the Company, is that correct?

A. And not agreed to by the Union.

Q. When you say not agreed to by the Union, do you mean that the Union cancelled those people's membership, if you know?

A. This is correct.

Q. Now, in your role as labor relations, you are familiar with the difference between cancelling Union membership and cancelling Union authorization for deductions, are you not?

[114] A. I am.

Q. Now, are you—you recognize that an employee has a right when a contract has been terminated to cancel his union authorization, Union deduction authorization under the law?

A. Right.

Q. Or he has the right to do this during an escape period once each year?

A. He has the right to do it during the life of the contract too.

Q. During the yearly escape period?

A. No, anytime unless it has an irrevocable clause.

Q. By contract.

A. With the Union.

Q. With the Union, all right. His cancellation of the authorization does not permit him to cancel his union membership.

A. Not during the life of the agreement.

Q. All right, now, with respect to this contract that was in effect or terminated at the time of the strike, I will ask you if in his agreement there is any provision that an employee can terminate his Union membership or his check-off of dues simply by addressing a letter to the Union and to the Company? I will direct your attention to Article 3 and the sub-section thereunder beginning on Page Number 13 of the contract.

[115] A. To answer your question in two parts, number one—there is nothing in the contract that indicates whether a person can or cannot cancel his payroll deduction for

union dues during the life of this agreement, however, it has been the practice of the company that, unless there is an irrevocable clause in the payroll authorization card, that an employee has the right to cancel his payroll authorization card any time he so desires by informing the company in writing that he wishes to cancel it.

As to your second question, this contract states that as a condition of continued employment for a person, a member of the union, he must maintain his membership during the life of this agreement or any renewal thereof, so if there is a renewal of the agreement, then he must continue his membership in the union as a condition of employment. If there is no renewal and the contract is terminated, as in the case of 1965, then the practice is—

Q. There is no provision in the contract, is there, that an employee has no reference, whatsoever, as to his terminating his union membership by a written notice to his—

A. During the life of the new agreement.

Q. During or without the agreement, there is no mention, whatsoever, in the contract that he might terminate his union membership?

A. Not to my knowledge, that's right.

[116] Q. I see. You knew, did you not, when you issued these instructions to the man under you, that in the event of a renewed contract, an employee might be required to renew his union membership?

A. I agree, I did.

Q. Despite that, you put out this notice that a man may, who wishes to terminate his membership in the union, may send a registered or certified letter to the union and to the company in Seattle.

A. I did on the basis that it—it was the overwhelming opinion of most people in the plant, number one, there would be a strike. Therefore, the question started to be asked as to, in the event of a strike, what do I do if I want to withdraw my membership from the union and cancel my payroll authorization for the union dues? In order not to, again, permit any encouragement of this, I wanted to make sure our people were aware of what had happened in the past, what the company's policy was, regarding union membership.

Q. You intended that this notice and the information on it, should be communicated to the employees in the plant?

A. No. I intended that the personnel representatives who the employees would contact or their supervisors would contact in the event an employee wanted to talk to somebody in the company regarding the withdrawing of their membership in the union, that they knew what the company policy was and what the individual [117] should do in accordance with past practice because—but this was not as I answered before, something put on the bulletin board and communicated to all their troops. This is the way to get out of the union, this was not the intent, nor, did that occur, to my knowledge.

Q. Nevertheless, I don't see where you, in any way, advised them on what the union's regulations were about terminating the membership. Were you aware of the union's constitution?

A. All I was aware of is indicated in that memorandum, is, as to what occurred in previous years during a no-contract period and what the union's position had been in previous years during a no contract period.

Q. When you speak of previous years, where were you located in previous years?

A. Here at the Michoud Plant.

Q. You mean to say in 1964, at the Michoud Plant, employees terminated their membership?

A. '64 or '62.

Q. When was it?

A. '62 to '63 during the negotiations for the contract that was in effect from—actually, from October or from September 15, 1962 until September 15, 1965. The Taft-Hartly Act had been invoked. There was—but all during this period of time, from September '62 until sometime in May, there were actually, three periods of twenty-four hours, or more, in which and in [118] which their legal technically, contract—actually, there was no contract between the International Association of Machinists and the Boeing Company during those three periods, here, and the Seattle people withdrew their membership from the International Association of Machinists by sending a registered letter to 751 and the Boeing Company, indicating their desire to terminate their membership and cancel their payroll deduction for union dues and the payroll deductions for union dues were canceled.

Q. Did you have a picket line at the plant, during that period of time?

A. We did not—wait, sir—we did have a picket line, I think, for one or two days at the Cape, that's the only area, I think.

Q. You had none in the New Orleans, Area?

A. None.

Q. Any period in '62?

A. No.

Q. In '62, isn't it true, that the previous contract had provided that an employee could cancel his union membership?

A. No.

Q. The contract in 1960 had not so provided?

A. The contract in 1960 did not provide for an escape period other than a no-contract period.

Q. Now, Mr. Nau, with reference to your—before I leave [119] this subject—Do you know whether or not the information on this memorandum, General Counsel's 28, was communicated by your supervisors to the employees who requested information as to how to get out of the union?

A. I—Any supervisor who called me on this subject, I requested that the supervisor send the employee to me, because I wanted to, again, in my efforts to make sure there wasn't any encouragement as far as withdrawal from union membership, make sure the employees received this information. It is very possible, I gather, from the testimony this morning, it occurred that a supervisor could have answered this question to the employee rather than sending the employee to the Personnel Department or Labor Relations Office.

Q. How many people were sent to Personnel?

A. I don't have any idea as to the number of people that went to Personnel, nor, do I have any figures as to how many people went to my office in Labor Relations.

Q. Did any of them come to your office in Labor Relations?

A. I am—in looking back—I am going to say there were a number of people that came to my office. Want to use a figure of twenty-five or fifty or seventy-five—I can't give you any figure.

Q. Did you advise them, in accordance with this letter, that the proper procedure was to send a registered or certified letter to the union and Company, stating they wished to terminate this [120] membership in the union?

A. I advised them in accordance with that memorandum.

Q. Did you assist them in writing the letters by making a personal—

A. I did not. These letters were written by the individuals themselves and sent by the individuals.

Q. Many of the letters in the file that have been offered in evidence as General Counsel's Exhibit No. 24, seem to follow a specific pattern of language. Did you help to compose those letters?

A. No, I merely indicated to the individuals that—when asked—what they should put in the letter, that as, again, in previous years, the employees merely state they wished to cancel their membership in the union, terminate their membership in the union.

Q. In the letter from Louis H. Staub, Jr., I read the lines:

> "Inasmuchas the International Association of Machinists no longer has a contract with the Boeing Company, I wish to take this period of election to resign my membership in the International Association of Machinists, Lodge No. 405."

Do you recall whether you talked to Mr. Staub?

A. No. My memory would say that is rather a lengthy letter. I think the majority of the letters just indicated that they wished to terminate their membership in the union and cancel [121] their payroll authorization for union dues deductions.

Q. Was that shorter form recommended by you?

A. I merely indicated, I didn't recommend any form, there were two points that were customarily put in such letters.

Q. I notice in a number of other letters, carrying the same language as Mr. Staub's—For instance, a letter from Mr. Harry D. Fye and the letter of Joseph W. Cary and another of Francis King and still another one signed by Henry Ennis, Jr. all carrying the same language, but as you recall, you had nothing to do with the origin of that language?

A. Nothing, nothing, nothing whatsoever.

Q. All right.

A. I don't know any of those individuals, either.

* * *

[123] Q. All right. Thank you.

As I understand it, Mr. Nau, this General Counsel's Exhibit No. 9, the list that you received from the secretary

of the union, Gene Griffith, that list was made up at your request?

A. That is correct. In previous years, the union did send one. This was a new Local down here, and so, at my request, [125] I informed Mr. Griffith of this and indicated to him that this would be the best way to expidite the overall bookkeeping.

Q. This was after the strike, was it not?

A. That is correct.

Q. Dated November 4, 1965?

A. This was after the new contract went into effect. We were endeavoring to get all the letters together.

Q. Then, your purpose in seeking this information from Gene I beg your pardon—Gene Griffith, seeking this information from Gene Griffith, was to correct your records as to dues deductions?

A. Not entirely. My reason for giving this letter was to have an up-to date list that both the company and the union agreed to, employees of the company that were members of the union. Under the old contract had terminated their membership during a period of no contract. We canceled their payroll deductions so their names were off the books so all records are up-to-date and their records are up-to-date. I want our payroll records up-to date, also, so I requested for him to send me a list of the names that the union's records indicate terminated their membership in the union.

Q. He did not indicate to you that it was not the intention of the union to try these men or otherwise discipline them for their action in crossing the picket line?

A. No, no. Just indicated to me those people terminated in [126] membership in the union?

Q. You didn't indicate whether these requests had been recognized or accepted by the union, did you?

A. No. He indicated to me—in that letter—they had been accepted by the union.

Q. Which way did he indicate?

A. The letter indicates, if I recall correctly, the union received—terminating their membership in the union.

Q. These were the ones who wrote the certified letters terminating their membership in the union?

A. There was no indication on the part of Mr. Griffith that the procedure had been followed in previous years by

the union would not continue to be followed in this period of no-contract 1965, none whatsoever.

Q. Did you specifically ask him whether these people had been permitted to terminate their employment and cross the picket line, under the circumstances?

A. I can't say that, I did or did not, all I can say is, this was implied in our conversation on the both parts. There was no indication that this was not the case.

• • •

[127] Q. Isn't it a fact, Mr. Nau, just tell us, if you don't mind, tell us honestly, you solicited this list and this letter to reenforce this position of those strike breakers of the picket line, sent letters terminating membership on the authority and advice of the information that you had put out in General Counsel's 28. Didn't you ask for this letter to protect those people?

A. I did not and I may say that, at the same time, in fact, again, that this was the practice and was accepted by the International Association of Machinists Lodge and from the experience I have had with the company, prior to 1965 I again repeat, I was merely trying to make sure that we got out our bookkeeping up-to-date so that we didn't go through a series of months having problems getting union books up-to-date, as far as payroll deductions is concerned. We went through this problem in '62 and '63.

Q. There hasn't been a strike at the New Orleans Plant since when?

A. Only one strike, 1965, but I repeat there were three periods in 1962 and 1963 of no contract.

Q. All right. Then you have records of people who terminated their memberships during this period of time?

A. During the period of time, 1962 to 1963, the provision of this particular contract, the provisions were applicable to other [128] areas as well as the Michoud area. There were many people who terminated their membership and cancelled their payroll authorizations for union dues in the Seattle Area, during these periods of no-contract. I remember one case here in Michoud where the person sent a letter in and his payroll deductions were stopped and no further action was taken as far as demanding his termination or that he wasn't a member of the union. He was considered as withdrawing his membership from the union.

Q. Do you remember his name?

A. No, I don't remember his name.

• • •

[129] Q. Why was it necessary for you to get this information from Mr. Griffith if as the contract provides the employee must send a written notice to the company before he—his dues deductions are stopped?

A. The reason I requested it is the fact that letters were sent to 751 in Seattle and the Corporate Labor Relations Office in Seattle, and there was a, I don't know how many—hundreds, hundreds of such letters of such letters were received by both of those offices in Seattle during this period of no contract. We had those letters out authorized, to get the letters down to me and get the information down to me, as far as, those people assigned to the Michoud Plant and to get that information from 751 to their Local in two weeks and authorized to expedite this information, to make sure that we were communicating and to get the records up-to-date. This was the easiest approach that I felt could be done and this was the approach we had used in previous years, at which—where the union would actually bring out there, their list and go over it with the company list so—Mr. Griffith, at this time, having come from Wichita, whether he knew that particular procedure or not, I can't speak for him on that subject, but this is the [130] manner in which we had done it for years to expedite the records.

• • •

[131] Q. If you don't mind, would you tell me the union has requested that any of those employees who resigned or expected to resign, terminate their membership, has the union requested that any of their employment be terminated?

A. To my knowledge, they requested all of them be terminated. Mr. Higgins sent me a letter, I think it was sometime in January 1963 indicating that these people had five more days, I think, to get their dues up-to-date with the union, or that they should be terminated under the existing union-company agreement.

Q. Was this letter ever followed up?

A. By whom?

Q. By the union?

A. Oh, yes. They asked me what I was going to do with it.

Q. Did you ever do anything?
A. I did not.

• • •

[132] REDIRECT EXAMINATION

Q. (By Mr. Stout) Mr. Nau, you told Mr. Barker that the company agreed employees—the company agreed to help in the defense of these suits by the IAM, civil suits, was that decision communicated to the employees, to your knowledge, at Michoud?
A. Agreed to what?
Q. Pay attorneys' fees in connection with civil suits.
A. In—to my knowledge, it was not.

• • •

HAROLD HIGGINS

was called as a witness by and on behalf of General Counsel and having been duly sworn was examined and testified on his oath as follows:

DIRECT EXAMINATION

• • •

Q. Now, Mr. Higgins, did you hold a position with Boosters Lodge 405 at the time of the strike in '65?
A. Business Representative.
Q. When were you elected Business Representative?
A. June 19—took office June 1964.
Q. How long did you serve in that poistion?
A. Until November 1965.

MR. JOHNSTON: I would like to question the witness under 43(b).
TRIAL EXAMINER: Is there any objection?
MR. BARKER: No, your Honor, he will tell the truth under any section of the Act.

Q. (By Mr. Johnston) Mr. Higgins, did you have anything to do with setting up the hearings and all for the employees to be fined for working behind the picket lines?
A. Assited the Secretary in the performance of the duties, Bill Irvy.

• • •

Q. Who was the president?
[134] A. Roger Hilton.

Q. Just briefly, for the record, the employees who did not appear at the trial, they were fined in what amount?

A. They set up the amount, the membership, for $450.00.

Q. Also denied the right to hold office for five years, as I recall?

A. This is true.

Q. Now, the people who did appear in the hearing that was the amount of their fine, $450.00?

A. $450.00.

Q. Then, the membership voted to suspend that if they would pay fifty percent of what they earned during the strike?

A. This is true.

Q. At the time of the strike, what was the amount of the initiation fee into the union, do you recall?

A. To the best of my knowledge, $10.00 initiation fee and first months dues.

Q. How much were the monthly dues?

A. Monthly dues, at that time, I believe, was five-fifty.

* * *

Q. Did you have an occasion to see some withdrawal letters that were sent to the union's office by District Local 751 in Seattle?

A. I was shown a number of them, yes, sir. Seen a number of them.

Q. Do you know what happened to those letters?

[135] A. No, sir, I don't know how many they were. I don't know, but I saw some.

Q. Do you know when they were received from Seattle?

A. No, sometime in September 15—October 15, I imagine, I don't know.

Q. Do you have—Did you have occasion to see letters sent directly to Boosters Lodge 405, withdrawal letters?

A. Seen a few, yes, sir.

Q. Did you ever make any reply to these letters?

A. Personally?

Q. Yes.

A. To my knowledge the Financial Secretary would reply to these letters. If I made any reply, I would have a recollection of it.

Q. Do you know whether the union made any reply to any of these resignation letters?

A. To an individual?

Q. Yes, to an individual.

A. No, not to my knowledge.

Q. Did you ever advise an employee that his resignation letter to 751 wouldn't have been any good?

A. Not to my knowledge.

Q. As a matter of fact, what was the union's position at that time concerning how an employee could go about resigning from the union?

[136] A. As far as the union's concerned, under our constitution, there is a—he couldn't resign by letter. The only way a man might resign from the International Association of Machinists, was by being in arrears—honorary withdrawal card—become three months in arrear in dues or be suspended by the Local, itself or by the International.

Q. These—

A. Or by death.

Q. These conditions are set out in your constitution and by-laws?

A. In the constitution of the IAM.

Q. You said an honorary withdrawal, how do you go about getting honorary withdrawal?

A. Anyone who leaves the trade, this is a trade—under the description of the contract of the IAMW for anyone who accepts a position above the title of working foreman, may go ahead and put an application in for an honorary withdrawal card, voted for by the members—either accepted or rejected, by the membership.

Q. It was the union's position, at the time of the strike none of these employees had a right to resign from the union?

A. That is correct.

Q. Did you ever advise employees of that fact?

A. No, not by letter.

Q. Sir, did you in any way advise them?

[137] A. I've always taken the position a number of times in groups—

TRIAL EXAMINER: Even a withdrawal card, it is a sort of inactive membership, isn't it?

THE WITNESS: That is true, that is true.

• • •

Q. Let me rephrase that. The employees fined $450.00, the membership voted to let them, instead of paying that,

either [138] pay that amount of half of what they earned, what they made of—while working for the company during the strike, is that right?

A. Under certain stipulation, yes, sir.

Q. Were any reductions made, other than on that basis?

A. None, that I know of.

Q. During—Did you participate in any of these trials?

A. Yes, sir.

Q. Was anything raised during the trials, concerning the effects of the employees caused by the hurricane in their ability to pay these fines?

A. Only, I believe, one person, I believe I can recall a Mr. Thomas that raised a question of inability because of the hurricane.

Q. Only one employee?

A. That I know of personally.

Q. Were many members of your union that were working at Boeing affected by the hurricane?

A. Yes, sir.

Q. Affected by the hurricane, that is, losing their homes and things like that?

A. Yes, sir.

Q. Was the hurricane taken into consideration in levying the amount of the fines?

A. Yes, sir.

[139] Q. To what extent?

• • •

A. I personally feel the fine should have been higher, I think, personally, but due to the fact that since we don't have the company records, there is a strong possibility that the man made a lot more than $450.00, that would indicate he should pay the full amount he earned. This was my personal viewpoint, sir, nothing to do with the union.

TRIAL EXAMINER: This strike wasn't very long, was it, Mr. Higgins?

THE WITNESS: No, sir. 19 days. Some of these people worked continuously all nineteen days.

TRIAL EXAMINER: Did they get double time?

THE WITNESS: Yes, sir.

Q. (By Mr. Johnston) This question about double time, you are talking now, as provided in the contract, isn't that right?

A. Yes, sir.

Q. In other words, not double time every day they worked?

A. No, sir.

• • •

[140] MR. JOHNSTON: Counsel for the parties have stipulated that a document marked General Counsel's Exhibit 30, a copy of a form letter sent to employees who were fined, dated September 10, 1968.

TRIAL EXAMINER: All right. It will be received.

• • •

[142] BEFORE THE NATIONAL LABOR RELATIONS BOARD

Fifteenth Region

In the Matter of: BOOSTER LODGE NO. 405, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO AND THE BOEING COMPANY	Case No. 15-CB-779

Room T-6009
Federal Building
701 Loyola Avenue
New Orleans, Louisiana
Thursday, October 3, 1968

Pursuant to adjournment; that above-entitled matter came on for further hearing at 9:30 o'clock a.m.

• • •

[145] HARRY KATZ

Was called as a witness by and on behalf of General Counsel, and having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

• • •

Q. Were you employed by the Boeing Company at the Michoud Plant at the time the strike occurred in September, 1965?

A. Yes.

Q. Were you a member of the Booster's Lodge 405, at the time?

A. Yes, I was.

Q. Did you make any effort to resign from the union during the strike?

A. Yes, I did.

• • •

Q. At the time—would you tell the court what action you took?

A. When the strike was called I was out for a few days and when I felt that I wanted to go back to work, I decided to [146] resign from the union and then I went back to work after I had resigned.

Q. What did you do as far as resigning? How did you go about that?

A. Sent a letter to the Union in Seattle, I believe it was and sent another letter to the Company.

Q. How did you send these letters?

A. Sent both certified mail.

Q. Did you request return receipt on them?

A. Yes, sir, I did.

Q. Did you receive the return receipt back?

A. Yes.

Q. Did you keep a copy of the letter you sent to the Union and to the Company?

A. Yes, I did.

Q. I show you some documents marked for identification as General Counsel's Exhibit 31, 31(a) and 31(b) and General Counsel's Exhibit 32, 32(a) and 32(b) and ask you if these are the letters with the return receipts and receipt certificate for certified mail that you testified about?

A. Yes, these are the letters.

[147] Q. What I mean is, the day you went to work in relation to the time you sent these letters?

A. After I had sent the letters. It wasn't the same day.

Q. Did you later receive notification you had been fined by the Union?

A. Yes, I did.

Q. Did you later receive notification that legal action had been taken against you?

A. Yes.

Q. Do you recall the amount of the fine?

A. $450.

Q. Did you receive a notification the fine had been rescinded or anything?

A. No.

* * *

CROSS EXAMINATION

[148] Q. (By Mr. Barker) Mr. Katz, how did long did you stay out after the strike started?

A. I am not positive but I think it was about four days.

Q. At the time the strike started were you a member in good standing of Local No. 405? Of the International Association of Machinists and Aerospace Workers.

A. As far as I know I was.

Q. Your dues were being checked off by the Company?

A. Yes.

Q. Did you—had you signed an application to become a member of that organization?

A. Yes. After I became employed by Boeing I signed the application.

Q. When were you employed?

A. In May, 1963.

Q. Yes, and did you understand the application when you signed it?

A. I understood that I was joining the union. I don't recall the exact terms of it, no.

Q. Now, who was it that informed you you could get out of the union by sending a letter—certified letter—to the union?

A. Well, this was the topic of discussion during the strike. When we were out for a few days, a little grouping outside the plant and I found out then that we could do this—or at least we discussed it, anyway.

[149] Q. No union official told you?

A. No.

* * * *

Q. Now, to whom did you send your letter?

The letters will speak for themselves.

I withdraw that.

After you returned to work, were you sent a notice by the union you would be tried for violation of the Constitution?

A. I received several letters from the Union. I think one of them said I was violating their laws—or rules. I don't [150] remember what the first letter was.

Q. Let me show it to you and ask you if you ever received that?

Excuse me—I show you what has been identified by agreement as General Counsel's Exhibit 10 (presenting document) and ask you to take a look at that letter and I ask you if you received an identical letter except that it was addressed to you and contained a different time and date for your trial?

A. I think I did get one like this.

Q. All right. Now, after—did you show up for your trial?

A. No, I didn't. The reason I didn't show up was I had sent in my letter of resignation and felt that I had no further dealings with the union.

Q. All right. Afterwards, after the date of the trial, did you receive another letter identical with General Counsel's Exhibit 12 here?

A. I recall a letter similar to this.

Q. Advising you you had been fined $450? Is that right?

A. Yes, sir.

Q. Now, after being notified of the amount of your fine, what effort did you make to have the fine reduced?

A. I made none.

Q. Did you contact the union in any way?

A. No, I didn't.

* * *

[151] Q. Did you learn, Mr. Katz, that some of those who had been fined, upon contacting the union that the fine was reduced to 50% of the amount earned during the time of the strike?

A. I didn't know of any specific case. Just heard of all kinds of rumors about that being reduced 50% of the earnings, when they worked behind the picket line. Some people but I had no particular knowledge of any case where this happened.

Q. When you heard these rumors did you make any inquiries of the union?

A. No, I didn't.

Q. And you haven't attended any union meetings since?

A. No, I haven't.

Q. Did you attend the meeting in which the strike vote was taken just prior to the commencement of the strike?

A. The one that was held in the hall, Jackson Avenue Maritime Hall?

Q. Yes.

A. Yes, I did.

* * *

[152] HAROLD HIGGINS

was called as witness by and on behalf of Respondent, and having been perviously sworn, testified further as follows:

DIRECT EXAMINATION

• • •

[153] Q. I see. Now, what was the strike over, Mr. Higgins?

A. Economics, contract.

Q. Yes, and the contract had expired around the 15th of September, 1965?

A. Midnight of the 15th.

Q. Now, at that time, I will ask you if the members who appear, the individuals who appear on this list, General Counsel's Exhibit No. 16 (presents document), which is a list of fines and on Page 4 of that Exhibit a payment of fines and Page 5, a list of those who were found Not Guilty or Mistrial—I will ask you tell us whether or not those individuals were members of Booster Lodge 405 at the time the strike started?

A. I can answer that in this way. They were not members—they had not been members they would not have been tried—to my knowledge, they were members.

Q. Had each of them signed an application for membership in the organization?

A. That is one of the requirements to become a member of the Machinists.

• • •

[158] Q. (By Mr. Barker) Mr. Higgins, is there any provision by which a member can resign by simply sending a certified letter or a registered letter to the organization?

A. No, sir.

Q. All right.

Are the provisions you have previously testified about with respect to termination of membership, all contained in the Constitution, General Counsel's Exhibit 5?

A. Yes, sir.

Q. Are there any by-laws or practices of the local permitting them—permitting members to resign from membership?

A. None I am aware of, sir.

• • •

[159] Now, Mr. Johnston, as I understand it, the General Counsel, makes no contention about the irregularity of the notice or the trial as to the individuals who were fined.

MR. JOHNSTON: No, not the trial. We are not contending that is an issue in this case.

MR. BARKER: Well, I will stipulate that the trial procedure was proper and each of the individuals on the list received notice of trial. We have stipulated about the letter already. It may be covered in the record. So far we have already stipulated that the letter, General Counsel's Exhibit No. 10, was a form letter that was sent to all of the individuals on the list as General Counsel's Exhibit 16.

[160] MR. JOHNSTON: Yes. We will stipulate to that as long as the record is clear we are—our position is, you have no right to fine the persons who resigned at all, but as far as the procedure involved in giving them notice and all, we are not raising that as an issue.

MR. STOUT: I think the record already reflects I am not joining in the stipulation.

Q. (By Mr. Barker) Mr. Higgins, were all of those sent notices of the trial? Were they all handled in the same fashion?

A. To my knowledge, everyone was handled the same.

Q. How were the fines handled by the trial committee and how was the amount fixed?

A. The amount was fixed, primarily, by the membership as suggested and the trial committee would show no partiality to any individual, set a standard fine.

Q. That fine was as shown on the list? $450?

A. This is correct, sir.

Q. Were all the individuals on this exhibit, General Counsel's 16, generally—subsequently notified of the amount of their fine?

A. Everyone was notified the amount of their fine, to the best of my knowledge.

Q. All right.

Now, after the fine was fixed at $450, what, if any, [161] action did the Local take with respect to reducing the amount of the fine?

A. I can only speak as of two years—what action was taken between the end of the strike and up to two years ago, on this particular phase of it. The membership did take a vote and made a recommendation. A motion was made and passed at a membership meeting that anyone who showed remorse toward crossing the picket line—rejoined the machinists—their fines would be reduced to half.

Q. You can only speak as of two years ago. When was this action taken by the Local?

A. This action was taken, I believe in the first part of '66. The motion was passed—I mean, what I refer to, Counsel, any action taken after two years ago to change this motion, I am not aware of it.

Q. As far as you know, this motion is still in force and effect?

A. As far as I know, yes.

Q. Now, pursuant to that, let me ask you, sir, on specific individuals had the Local acted prior to 1966 in reducing the fines of individuals?

A. The Local did act on individual cases on the recommendations of the trial committee.

Q. Now, I direct your attention to Page 4, General Counsel's Exhibit 16, which apparently shows the names of individuals [162] with a notation after it, 50%, followed by the amount collected. Were those persons acted on individuals or by the general motion of the membership?

A. Well, each one would have to be by general membership vote on each individual person.

Q. And were those fines reduced to amount shown on that list?

A. To the best of my knowledge, yes, sir.

Q. Were those individuals originally fined $450?

A. Yes, sir.

* * *

Q. Under what circumstances were the fines reduced?

A. Those people appeared before the trial committee and before the membership, in a lot of cases, said they were sincerely sorry about crossing the picket line. They wanted to become good members again, therefore, the trial committee, under these circumstances, trying to be fair with everyone, attempted to relieve the burden of the economics and they made the recommendation, the trial committee, to the membership.

Q. How was the specific amount of the fine arrived at?

A. Well, actually, we have no company records as to how many days they worked or anything. We have to take individuals' words as to how many days he worked behind the picket line and his hourly rate at that time.

[163] Q. In other words, whatever the man stated. How

many days he worked and how much he had earned, the Local accepted 50% of that amount?

A. This was correct.

Q. The amount accepted from those individuals is reflected on the set of sheets, page 4 of General Counsel's 16?

A. I would say—I would assume these figures are correct, yes, sir.

Q. What does—what does P.I.F. indicate?

A. According to the testimony by the General Counsel yesterday, Paid In Full.

Q. What is the individuals' particular hardship as a result of the hurricane or other factors? Was this taken into consideration in fixing the ultimate amount he was allowed to pay?

A. Yes, sir, this was taken into consideration.

TRIAL EXAMINER: How was it taken into consideration, Mr. Higgins? I understand it was either $450 or 50% of what he earned during the strike?

THE WITNESS: Well, this is correct. There was the fine $450. Every individual member who crossed the picket line. We, had no records of the company as to how many days they worked behind the line, sir. We set a figure which we felt they worked—all 19 days—which would be considerably less than what they earned behind the lines. Then, when a [164] person did come in and show they wanted to rejoin—was willing to go ahead and pay half of what they earned behind the lines, there was no pressure put on as to when they were going to pay this. Next week, next month, six months. No economic pressure put on as a deadline as to when they were going to pay it:

Q. (By Mr. Barker) But the Trial Examiner wants to know how you arrived at your consideration of the hardship in fixing the final amount of the fine?

A. Well, actually, you are saying on each individual?

Q. Yes.

A. We set a standard practice of individuals. In other words, the membership decided that we had people in the hurricane who were wiped out that walked the picket lines. We had these people to take into consideration. We also realized people in hardship during the hurricane. This is why 50% of the pay taken earned behind the lines. It was taken into consideration.

Q. What did the—was there investigation or contest of those statements?

A. No, sir, not to my knowledge there wasn't.

Q. In other words, the Local accepted whatever figure he gave them and figured the fine at half that amount?

A. Yes, sir.

Q. Did the Local ever take any action to permit withdrawal [165] from membership of any of the individuals who sent letters out of Local 405? Also resignations to 405 or 751 during the strike?

A. No, sir.

Q. I believe you have already explained when you were on the stand before as to how a man withdraws his membership in the organization. Now, these members that were fined, were they continued on the rolls as members?

A. They were continued on our rolls as per se, sir, up until, of course, their dues became three months in arrears.

Q. Have all of those that were fined paid their fines?

A. No, sir. Have they all paid their fines?

Q. Yes.

A. No, sir, to my knowledge.

* * *

Q. Did you have a conversation around the time of the strike or after the trials with Mr. John Nau about the fines?

A. Yes, sir.

Q. What was the nature of that conversation?

A. Basically trying to get me to encourage the membership to drop the fines. Not try the people that crossed the picket [166] lines, basically. He felt it was illegal, I think.

* * *

CROSS EXAMINATION

Q. (By Mr. Johnston) Mr. Higgins, we covered some of this yesterday but in view of the questions asked—the people who did not appear at the trial were fined $450? Is that correct?

A. Yes, sir.

Q. Also, denied the right to hold office for five years, is that correct?

A. Pardon me, sir. The people who did appear and were found guilty, the membership fined the people who appeared and were found guilty.

Q. Right.

A. Yes, sir.

Q. To your knowledge, were any of those fines ever reduced?

A. To my knowledge, yes, sir. Some of the people who were fined $450—if I am not mistaken—did come in later, I think. I think I recall one, a Mr. James came in and asked for a reduction and it was reduced.

Q. Yes. Were they ever notified if, after they had been fined if they came in the amount might be reduced?

A. Not by letter, sir, but it was the general conversation. It was brought up with the membership in the minutes, to my knowledge.

[167] Q. You never notified by letter, to your knowledge?

A. No, sir.

Q. Now, you testified the hurricane was taken into consideration. Was it your testimony that the consideration was that the fine, instead of $450, would be reduced to half of what they earned during the strike?

A. The consideration given because of the hurricane?

Q. Yes.

A. This was part of the consideration. Sort of actual wages earned, half of what they earned, yes, sir.

Q. Half of what they earned during the strike?

A. Yes, sir.

Q. This was the extent of the consideration given because of the hurricane? Is that correct?

A. No, sir.

Q. What other consideration was given?

A. Not pressure on the time limit as to payment of these fines.

Q. Any other consideration given, other than that?

A. I don't know of any. At the time I can't recall any.

Q. I see.

Now, the fines were all $450? That amount was that fixed prior to the time the trial started, or did each individual industrial board determine the amount or what?

A. Well, sure, this was—sir, the requirements—the recom [168] mendations made to the trial committees by the officers of the Local.

Q. Prior to the time the trial started?

A. If they were found guilty prior to the time the trial started, that there should be no partiality shown. The guilt was equal. Each individual.

Q. And the amount fixed at $450 if found guilty?
A. Yes, sir.

• • •

[169] Q. (By Mr. Stout) You identified some exhibits Mr. Barker showed you a moment ago, purported to be membership applications for Lodge No. 405, the employees who were already members of the union in 1964, before Local Lodge 405 had its own memberships applications, did they sign new applications when 405 obtained these cards?
A. It wasn't necessary, sir.
Q. Their applications had been in 751?
A. This is correct. That's right, sir. Transferred to our Local.
Q. Do you recall prior to October, 1965, 405 or 751 levied any fines against any of the Michoud employees?
A. I am sorry I didn't get that.
Q. Prior to the strike, 1965, did 405 or 751 levy—ever levy any fines against any of the members of Michoud?
A. I cannot speak for 751. I can speak for 405 on that basis. [170] To my knowledge, no, prior to the strike of '65.

• • •

[170] REDIRECT EXAMINATION

• • •

[171] Q. One question I neglected to ask you.
Was the policy of—was it the policy of the organization with regard to giving a new member a copy of the Constitution or would you state whether or not the Constitution was available to the members.
[172] A. The Constitution and the contract, at that time, was furnished by the Union. Each one was available to every member who signed up.

• • •

RECROSS EXAMINATION

• • •

Q. Now, can you tell me when these employees who had been fined, [173] when they had been notified that there was no hurry for payment or anything and could pay it like they wanted to?
A. We stated that there was no pressure put on them, sir.
Q. When did you tell them there would be no pressure put on them in paying their fines?

A. The ones that claimed hardship at the trial, to the best of my knowledge, we recommended that to the officers, the trial committee and the officers did accept it.

Q. Were they informed?

A. In letters?

Q. Yes.

A. No, sir, not to my knowledge. I don't know.

Q. As far as you know, they were not—never were told individually either they could pay as they wanted to or something like that?

A. That's to the best of my knowledge, they were told this, "no pressure" as far as the amount, they could pay it as they wished, a month or whatever would be more convenient. This was my best recollection.

• • •

[174] Q. You mentioned the Constitution was available to these people. In what way?

A. We always have them in the office, sir. A lot of times the stewards have them. The stewards bring them to them if requested.

Q. These application forms that Mr. Barker had you identify earlier, the applicant retains a copy of this form?

A. No, sir.

• • •

Q. All right. Do you recall at the time of the period we are talking about, 1965, Local Lodge 405 published a house organ called the "Space Traveller"?

A. Yes, sir, a paper sent to the membership. Yes, sir.

Q. Let me show you what I have marked as Charging Party's Exhibit No. 1—I withdraw the question. We have a stipulation. Charging Party's Exhibit No. 1 is the October 13, 1965 issue of the "Space Traveller" issued by Local Lodge 405 and I offer [175] it as Charging Party's No. 1 at this time.

TRIAL EXAMINER: All right.

What particular part do you wish to call to my attention, Mr. Stout, in this?

MR. STOUT: Your Honor, two sections. One is on Page 3, I believe, entitled "Hurricane Betsy", and then on Pages 3 and 4 was a list of names under the heading in capital letters, "We Shall Not Forget".

TRIAL EXAMINER: Hearing no objections, they are received.

• • •

HAROLD HIGGINS-FURTHER REDIRECT

[176] TRIAL EXAMINER: Mr. Higgins, were there any employees during the strike who sent in termination or alleged termination of membership but still did not work during the strike?

THE WITNESS: To my knowledge, yes, sir. I know of one in particular.

TRIAL EXAMINER: Now, was that individual fined?

THE WITNESS: No, sir.

TRIAL EXAMINER: The reason I asked you that is because upon reading this Charging Party's Exhibit 1 and on the last page, after it has a list of people, it says, "If your name was on this list in error, come to the Union office and upon presentation of proof that you did not work by crossing the picket line or you did not ask for termination from the union, and we will publish the correction." We understand some of the members listed above who voted for termination of membership have since signed an application for reinstate [177] ment." What I am trying to clear up, you did not work by crossing the picket line or you did not ask for termination from the union?

THE WITNESS: Well, sir, I am sure we had assisted—the company records—we would have tried quite a few more people than what we had. We didn't recognize—I believe it was understandable, those people who we did not have definite information about were not charged, to my knowledge. There was a couple found not guilty, so the only thing we had left to go on was the resignation letters or the attempt to resign. This is why the differential in the "Space Traveller".

TRIAL EXAMINER: On the people you know that worked during the strike, you had no problem about them? You knew they worked?

THE WITNESS: Yes.

TRIAL EXAMINER: There were some others, apparently, that you had termination letters from. Is that correct?

THE WITNESS: This is correct, sir.

TRIAL EXAMINER: But you had no other information as to whether or not they worked during the strike?

THE WITNESS: This is right, sir, to the best of my knowledge.

TRIAL EXAMINER: Did you consider them as having worked during the strike and fined them?

THE WITNESS: No, sir, we did not because we had no [178] proof—not charged—to my knowledge. They had to be a member to be charged by another member that could prove he worked behind the lines.

• • •

MR. BARKER: If there is any doubt in the Trial Examiner's mind where, were these men charged for having sent in a termination letter or charged for having crossed the picket line, the men who sent in resignations and we had no proof of them crossing the picket line, nothing was done except publish their name in the "Space Traveller", to my knowledge, showing the members who desired to resign from the union. No economic action was brought against them or trial.

TRIAL EXAMINER: In other words, you are saying only those tried were those that crossed the picket lines?

MR. BARKER: That we had knowledge of, yes, sir.

MR. STOUT: That is including some of those who did send in termination letters.

MR. BARKER: Oh, yes.

• • •

[179] MR. BARKER: We will offer by stipulation Charging Party's Exhibit 2 and 3 and Respondent's Exhibit No. 7.

MR. STOUT: Charging Party's Exhibit No. 2 is a letter dated December 10, 1965 to Mr. Nau from Mr. Higgins and Charging Party's 3 is a letter from Mr. Nau to Mr. Higgins, a letter dated January 6, 1966 with attachments.

• • •

TRIAL EXAMINER: All right. They will be received pursuant to stipulation.

• • •

MR. BARKER: I have one or two questions. I have one or two questions of the witness about Charging Party's Exhibits.

TRIAL EXAMINER: All right.

Whereupon,

HAROLD HIGGINS

resumed the stand, and testified further as follows:

DIRECT EXAMINATION

Q. (By Mr. Barker) Mr. Higgins, I will show you the Charging Party's Exhibits 2 and 3 and Respondent's Exhibit 2, which contains a list of approximately 13 members who apparently are [180] no longer members of the Booster Lodge No. 405. Under what circumstances was their membership terminated?

A. By being in arrears three months, to the best of my recollection.

Q. Now, I show you Charging Party's Exhibit 3, which has an attached list of members and I direct your attention to the fact that this is dated January 6, 1966. Under what circumstances was the membership of these individuals, named on the attached list, terminated?

A. I would say for the same reason. Their dues had become three months in arrears.

* * *

ROBERT THOMAS

was called as a witness by and on behalf of Respondent, and, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

* * *

[181] Q. How long have you been employed at Boeing?

A. Four years and nine months.

Q. Are you a member of Booster Lodge 405?

A. That is correct.

Q. How long have you been a member?

A. Four years and seven months.

Q. Four years and seven months, and were you a member during the strike of 1965?

A. That is correct.

Q. And would you tell the Examiner whether or not you attempted to resign from the Local?

A. I did.

Q. How did you do that?

A. By writing the Company one letter and the Union Lodge another one.

Q. From whom did you get the information about how to write the letters?

A. This information was obtained by me—by my own ability due to the fact that when I was hired by the Boeing Company I was informed in orientation I would have to write the Company [182] and the Union a registered letter if I so desired not to join the Union, therefore, I assumed from this I would have to do the same procedure if I desired to resign from the Union.

Q. All right.

Now, did you work during the strike?

A. I did.

Q. After you sent your letter in?

A. No, before.

Q. Before. Were you notified of the charges brought against you?

A. Yes, I was.

Q. Were you fined?

A. Yes, I was.

Q. How much were you fined?

A. At the specific time I was told the fine would be $450.

Q. Did you appear at your trial?

A. I did.

Q. Yes, and what was your plea at the trial?

A. My plea was "guilty".

Q. Did you explain the circumstances under which you had to go to work?

A. I did.

Q. What were those?

A. The results came as this; that it was other people who had suffered the same conditions that I had and that the mem [183] bership of the union had decided that it would be not lenient as to matters as to the extent of what had occurred to each individual and that the union had called a strike, therefore, we was bound by that order from the union and had no right to cross the picket line under no conditions. I was so told that there was people who may had lost everything they possessed as well as me.

Q. What was your difficulty at the time? What had happened to you in the hurricane?

A. I lived in the area between Chef Monteur Highway and Dwyer Road. Some 30 inches of water in my house. Lifetime possessions I had accomplished was completely

destroyed, therefore, me and my wife and eight children were sleeping on the floor at my uncle's apartment. He had eight children and only two bedrooms. Fourteen people living in this particular house at the time of the strike.

• • •

[189] Q. Your original fine was 50% of what you earned?

A. 50% of what I earned or $450, depending upon whether or not I showed interest and loyalty to the union.

• • •

Q. (By Mr. Barker) 50% of what you earned back of the line?

A. That is correct.

[190] DONALD C. VERIGAN

a witness called by and on behalf of Respondent, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

• • •

Q. What position, if any, do you hold with Booster Lodge 405?

A. I am President.

Q. How long have you held this position?

A. Since approximately June, 1966.

Q. Since June of 1966?

A. Correct. This is approximately. November of 1966.

• • •

[192] Q. (By Mr. Barker) What about the policy of the union as to how to compute for the payment of fines, the 50% of the amount earned behind the picket line?

A. Well, since this happened in 1965, some people come in talking about their fines. They ask—we ask them how long they worked. They don't remember, naturally, so we compute it an average that would be paid and arrived at $40. This is the average fine that has been paid if they couldn't remember how long they worked behind the line. We have had no way of knowing, ourselves, from the record, so we accepted this as an average fine and discussed it with them.

Q. Has this privilege of paying $40 been extended to all of those fined, whether they appeared at trial or not?

A. These were basically those who asked for clemency,

appeared before their own trial or appearing before the membership subsequent to their trial. There have been a few who have come back in and wanted to join the union and those—this was established to them, also. They would pay a $10 reinstatement fee and pay their $40 fine. It was explained to them at the time how we arrived at the $40 fine.

[193] Q. Now, how about the individual, M. C. James?

A. M. C. James appeared before the membership and asked for leniency. He said he made a mistake. That he shouldn't have crossed the picket line. Asked for clemency. The decision of the membership was that he should pay half of what he earned behind the lines and this amount—I don't recall exactly the amount. It is written down, I noted, on the exhibit, and this [194] is 50% of what he earned.

Q. M. C. James, this is the same individual that is listed on page 2 of the exhibit?

A. A Muncie J. James.

Q. And that is who you are speaking of?

A. Right.

[196] REDIRECT EXAMINATION

Q. (By Mr. Barker) Has the Local ever disputed the figure given by the individual as to the amount he earned during the strike?

[197] A. No. The only time we would even suggest an amount was if the person doesn't know how many days he worked. Then his would be the average fine. That's where that comes in.

Q. That is the average fine of $40?

A. Right. Right.

* * *

MR. STOUT: The Charging Party has nothing. I might make a brief statement.

In connection with Charging Party's Exhibit 1 I overlooked—failed to state, we also called to His Honor's attention on Page 1 an article entitled, "The Strike Is Over" and signed by Harold Higgins, Jr. I had failed to mention it in answer to Mr. Donovan's question earlier and I meant to.

We have nothing further.

Mr. BARKER: I agree with this. Are you referring to the portion—the 10% of the work behind the lines, commonly called scabs must have a guilty conscience to accept the gains [198] won by others?

MR. STOUT: That in connection with, "We Will Not Forget," yes.

• • •

TRIAL EXAMINER: On the record.

As I understand the complaint, Mr. Johnston, you allege that the levying of these fines in the sum of $450 on all the people you have named was illegal because the fines were unreasonably excessive and—

MR. JOHNSTON: With the exception of employees named and other employees. It goes beyond those merely named in the Complaint.

TRIAL EXAMINER: All right. But regardless of resignations or anything else, this is a general allegation, that the levying of the fines itself was illegal?

MR. JOHNSTON: Right. $450 fine, that is correct.

TRIAL EXAMINER: Then do you, in effect, say that moreover, in effect, that there were certain people who resigned and that as to them there is an additional vulnerability on the union's part, to have fined those people?

MR. JOHNSTON: That is correct. Regardless of the amount of the fine in those cases.

MR. BARKER: The levying of any fine.

MR. JOHNSTON: Prior to crossing the picket line the [199] employees resigned from the union; that we have other employees—

TRIAL EXAMINER: Now, now. I daresay you will have covered this in your briefs. Just so I am—I will have a little to be thinking about, what, in the Act, do you base the terms unreasonable, excessive and discriminatory and equate that with illegality?

MR. JOHNSTON: Nothing specifically in the Act. Not defined in the Act. We contend to fine them in that amount would be unreasonable. We would argue certain factors in here would make it unreasonable and discriminatory.

[G.C. EX. 4(C)]

DODD, HIRSCH, BARKER AND MEUNIER, ATTY.

CITATION

FIRST CITY COURT OF THE CITY OF NEW ORLEANS
STATE OF LOUISIANA

NO. 94-203 SECTION DOCKET #3

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, BOOSTER LODGE #405

VS.

J. T. CONIFF

TO: J. T. CONIFF—6519 St. Rich St.

YOU ARE HEREBY CITED to either comply with the demand contained in the petition of which certified copy accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in The First City Court of The City of New Orleans, State of Louisiana, the address of which is The Civil Courts Building, 421 Loyola Avenue, New Orleans, Louisiana, within five days (exclusive of legal holidays) after the service hereof under penalty of default.

Witness the Honorables A. J. O'KEEFE, JR., S. SANFORD LEVY, DOMINIC C. GRIESHABER, MARION G. SEEBER, Judges of the said Court.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of The First City Court of The City of New Orleans, State of Louisiana, this 11th day of April in the year of our Lord 1966

NAT GROS, Clerk of The
First City Court of the
City of New Orleans, State of Louisiana

by B. LAYACANO
Deputy Clerk

Clerk's Office, Room 201, Civil Courts Building
421 Loyola Avenue, New Orleans, Louisiana

CONSTABLE'S RETURN:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, BOOSTER LODGE #405	No. 94-203
vs.	First City Court
J. T. CONIFF	City of New Orleans
Filed:	State of Louisiana
	.....
	Deputy Clerk

PETITION FOR MONEY JUDGMENT

The petition of Booster Lodge #405 of the International Association of Machinists and Aerospace Workers, an unincorporated labor organization, domiciled in Orleans Parish, Louisiana, appearing herein through its president, Harold E. Higgins, Jr., respectfully represents that:

1.

J. T. Coniff is domiciled in the Parish of Orleans, State of Louisiana and is indebted unto your petitioner in the amount of Six Hundred Thirty and no/100 ($630.00) Dollars, with legal interest from date of judicial demand for the following:

2.

J. T. Coniff, defendant, at all pertinent times a member of the plaintiff labor union, was duly tried by plaintiff union for violation of the plaintiff's Constitution, at a hearing on November 18, 1965, by a special committee set up pursuant to the said Constitution; was found guilty as charged and fined $450.00.

3.

J. T. Coniff, defendant was duly notified of the findings and of the fine and was given ample time to pay said fine but had failed to do so.

4.

No appeal was taken from the finding and the penalty imposed, which, according to the Union's Constitution, are now final and executory.

5.

According to the Constitution of the Union, defendant owes, in addition to the fine itself, reasonable attorney fees incurred by the Union in this suit to collect the fine, which the Union avers to be 40% of the amount sued upon, or $180.00.

WHEREFORE, plaintiff prays that there be judgment herein in favor of petitioner, International Association of Machinists and Aerospace Workers, Booster Lodge #405, and against J. T. Coniff in the amount of Six Hundred Thirty and no/100 ($630.00) Dollars, with legal interest from date of judicial demand until paid and for all costs of these proceedings.

DODD, HIRSCH, BARKER & MEUNIER,

/s/ Thomas J. Meunier
By: THOMAS J. MEUNIER
711 Carondeler Building
New Orleans, Louisiana 70180
522-7265
Attorney for Plaintiff

Please serve J. T. Coniff,
2545 Madrid Street, Apt. 209
New Orleans, Louisiana

CONSTITUTION

of the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Effective January 1, 1965

* * *

ABBREVIATIONS

The following abbreviations, when used in this Constitution, have these meanings, viz:

A.F.L.C.I.O.	American Federation of Labor and Congress of Industrial Organizations
Art.	Article
C.L.C.	Canadian Labour Congress
D.L.	District Lodge
E.C.	Executive Council
F.S.	Financial Secretary
G.L.	Grand Lodge of The International Association of Machinists and Aerospace Workers
G.L.A.	Grand Lodge Auditor
G.L.R.	Grand Lodge Representative
G.S.T.	General Secretary-Treasurer
G.V.P.	General Vice President
I.A.M.A.W.	International Association of Machinists and Aerospace Workers
I.P.	International President
L.L.	Local Lodge
R.S.	Recording Secretary
S.T.	Secretary-Treasurer
Sec.	Section

ARTICLE XVIII

STRIKES

Approval of Strike

SEC. 1. In an extreme emergency, such as a reduction in wages, or an increase in the hours of labor, where delay would seriously jeopardize the welfare of members in-

volved, the I.P. may authorize a strike pending the submission to and securing the approval of the E.C. In all other cases the grievances must be submitted to the E.C. and its approval obtained before any strike may be declared by an L.L. or the members therof; and any L.L. or members thereof failing to comply with the provisions of this Art. shall forfeit all rights to strike benefits or other financial aid from the G.L. during the entire period of the controversy.

Method of Declaring Strike

SEC. 2. Whenever a controversy arises over conditions of employment between members and their employers, the L.L. having the greatest number of members involved shall call a meeting of all members directly affected to decide by secret ballot upon a course of action. A majority of those present and voting on the question shall decide.

If a strike vote is to be taken, such vote shall be by secret ballot. In order to declare a strike, such vote must carry by a three-fourths majority of those present and qualified to vote.

Where groups of shops are classified under the jurisdiction of one L.L. and when demands for the establishment and maintenance of uniform conditions in such classified groups of shops have been formulated and adopted by constitutional action of the L.L., then all the qualified members of the L.L. employed in such a classified group of shops, shall be entitled to vote on strike action affecting any particular shop in that classified group. Only members of more than 6 months shall be entitled to vote on the question of declaring a strike. The decision of the L.L. or L.Ls. shall be transmitted to the employer or employers by the authorized representatives of the members involved. If the members involved are unable to reach an agreement, the R.S. shall prepare a full statement and history of the matters in controversy and forward the same to the I.P., who shall thereupon in person or by deputy visit the L.L. where the controversy exists and, with a member of the L.L. whose members are involved, investigate the controversy and if possible effect a settlement.

Upon receipt of the statement and history of the matters in controversy from the R.S., the I.P. shall prepare and forward a copy thereof to each member of the E.C., together

with a request for their vote on the question of approving a strike. Upon receipt of the vote of the E.C., the I.P. shall forthwith notify the L.L. of the decision of the E.C. No strike shall be declared by any L.L. or the members thereof without first obtaining the consent of the I.P. or the E.C.

Should any L.L. fail to receive the sanction of the E.C., it shall hold a meeting and declare the grievance at an end. Continuing such grievance after failure to secure the sanction of the E.C. shall be considered sufficient cause for the suspension of any L.L. and the members thereof from all rights and privileges, at the option of the E.C.

Handling of Forms and Reports

Sec. 3. Where agreements covering members of our Association are through the D.L., all forms and reports required pursuant to this Art. may be signed by the officers of the D.L. involved, in order to expedite the handling and processing of the necessary forms and reports by the E.C. and I.P.

Declaring Off a Strike

Sec. 4. A proposal to settle or declare off an existing strike must be presented at a regular or called meeting of a L.L., or a meeting of the members affected (as the case may be), and decided by majority vote, by secret ballot, of the members involved. Whenever the E.C. declares that it is unwise to continue an existing strike, it may order all members who have ceased work in connection therewith to resume work, and thereupon and thereafter all strike benefits shall cease, except that the I.P., with the consent of the E.C., may continue the relief in special deserving cases.

Handling Unfair Work

Sec. 5. Whenever members have ceased work on account of a grievance approved by the E.C., and the employer is having work done in other places of employment, whether owned or controlled by such employer or not, members employed in such other places of employment may be ordered by the L.L. or by the D.L., if one exists in that locality, to cease doing such work or to cease working at such places. All such orders are subject to approval by the E.C. before members complying therewith are entitled to strike or vic-

timized benefits, as the case may be. In the event the members refuse to cease work as herein described, the I.P., with the approval of the E.C., may order said members to cease work until the dispute is satisfactorily adjusted, or until ordered to return to work by the E.C.

Strike Fund

Strike and Victimization Benefits

Sec. 6. Fifty cents of each month's per capita tax transmitted to the G.L. shall be allocated to a strike fund; said fund shall not be used for any other purpose except as specified herein. Benefits shall be paid from this strike fund in accordance with the provisions:

When $2,500,000 have accumulated in the strike fund, members in continuous good standing for at least 6 months who have ceased work on account of a grievance approved by the E.C., or who have been victimized and have satisfied the E.C. that by reason of this discrimination they are unable to secure employment, shall receive benefits in the amount of $25.00 per week from the fund.

No benefits shall be paid unless the strike or victimization extends over a period of more than 2 weeks. Thereafter, benefit payments shall commence with the beginning of the 3rd week.

Members on strike or victimized, but not at the time entitled to benefits because of lacking the 6 months' membership required herein, shall be entitled to receive benefits as soon as they have been in good standing for 6 months.

Payment of benefits from this strike fund shall be discontinued whenever the balance in the fund is reduced to a level of $500,000, in which event the E.C. shall authorize the payment of strike donations out of the General Fund in accordance with the organization's laws and policies and as provided for in Sec. 4, Art. V of this Constitution. Strike benefit payments shall not be resumed from the strike fund until it again accumulates $2,500,000.

The payment of strike benefits or strike donations as provided for in this Sec. shall be denied or terminated whenever members on strike, who during the strike become gainfully employed, are earning in excess of $25.00 per week.

Whenever strike sanction is granted, the L.L. and/or D.L.

will be notified of the number of members eligible to receive benefits and the amount of weekly benefits that will be paid.

As the occasion requires, the G.S.T. will advise the L.Ls. and D.Ls. of the financial condition of the strike fund and, whenever possible, shall project the probable strike benefit amount to be paid at least 4 weeks in advance.

Method of Payment

SEC. 7. Whenever a strike has been ordered or approved by the G.L., each member affected shall sign the strike record semi-weekly. From the names appearing on the strike record the secretary of the L.L. shall make up a roll showing the names of the members on strike or who may be victimized.

After the roll has been approved by the signatures of the president, F.S. or S.T., and R.S. of the L.L., it shall be forwarded to the G.S.T., who, after examination, shall return the same, together with a check or checks, as the case may be, of the G.L. covering the amount of any benefits paid, which check or checks shall be drawn payable to the individual member properly entitled to such benefits, or at the option of the G.S.T.'s office, a blanket check made payable to the president, F.S. or S.T., and R.S. of the L.L.

Each member receiving a benefit from the G.L. must receipt for same upon the duplicate roll provided, after which the secretary shall return one copy of said roll to the G.S.T. for the files of the G.L., and place one copy on the L.L. files. Except in cases where the distance and time required for the transportation of the mails makes the rule impracticable, the G.S.T. shall not forward a check covering subsequent benefits before the receipted roll for the previous week has been received by him. No claim for any benefits under the provisions of this Sec. shall be considered or allowed unless presented to the G.S.T. within 30 days from the date on which said benefits were due.

No benefits shall be paid to members who refuse to do the duties assigned to them by those in charge of the strike.

Deduction for Arrearages

SEC. 8. Whenever a member claiming strike or victimized benefits is in arrears for dues or assessments, the G.S.T.

may deduct from such benefits an amount sufficient to pay all such arrearages.

Strike Stamps

SEC. 9. Members who have ceased work on account of a grievance approved by the E.C. are entitled to receive strike stamps free of cost, covering the period during which they are without employment, upon complying with the provisions of Sec. 3, Art. G, and conforming to such other requirements as may be instituted for the good and welfare of those involved by the L.L. of which they are members.

ARTICLE F

SPECIAL LEVIES

Failure to Pay Special Levies and Fines

SEC. 1. Fines or other levies within the authority of a L.L. to make shall be due within 30 days after levied. If not paid within that time the F.S. or S.T. shall notify those in arrears in writing, and should they fail to make payment within 60 days from the date of such written notice, their membership shall be cancelled regardless of the date to which their dues are paid.

L.Ls., pursuant to Sec. 1, Art. D, may through their by-laws adopt a provision to levy fines upon members who fail to attend at least one L.L. meeting per month.

Initiation fees, reinstatement fees, dues and fines shall constitute a legal liability by a member to the L.L. Cost of litigation arising from charges against a member by reason of such liabilities shall constitute a legal debt and payable by such member.

* * *

Honorary Withdrawal Cards

SEC. 18. Any member who leaves the trade because of illness, or obtains employfent outside the trade or industry, or obtains a supervisory position above the rank of working foreman, or because of circumstances over which the member has no control is compelled, as a condition of employment, to join another labor organization, or enters the Armed Forces of the United States or Canada, and upon complying with the conditions hereinafter set forth, may be

issued an honorary withdrawal card by and with the approval of the L.L. in which membership is held.

Application for withdrawal card, accompanied by a fee of 25¢, shall be made to the F.S. or S.T. of the L.L. who, after the application has been approved by the L.L., shall issue same, bearing the L.L. seal on a form designed and supplied by the G.L.

No application will be granted until all fines, dues and special levies charged agianst the member have been paid in full to date of application.

Persons discontinuing their membership by accepting withdrawal cards will not be entitled to any benefits or permitted to attend meetings or participate in any of the business of the I.A.M.A.W.; however, those persons who enter the Armed Forces of the United States or Canada will receive credit for time spent in such service toward Veteran Badges should they resume membership in the I.A.M.A.W. upon their discharge. They shall not violate any of the laws or decisions of the G.L. or L.L. under penalty of having their withdrawal cards cancelled.

* * *

Improper Conduct of a Member

SEC. 3. The following actions or omissions shall constitute misconduct by a member which shall warrant a reprimand, fine, suspension and/or expulsion from membership, or any lesser penalty or any combination of these penalties as the evidence may warrant after written and specific charges and a full hearing as hereinafter provided:

Circulating or causing in any manner to be circulated any false or malicious statement reflecting upon the private or public conduct, or falsely or maliciously attacking the character, impugning the motives, or questioning the integrity of any member or officer.

Refusal or failure to perform any duty or obligation imposed by this Constitution; the established policies of the I.A.M.A.W.; the valid decisions and directives of any officer or officers thereof; or, the valid decisions of the E.C. or the G.L. convention.

Attempting, inaugurating, or encouraging secession from the I.A.M.A.W., or advocating or encouraging or attempting to inaugurate any dual labor movement, or advocating or encouraging communism, fascism, nazism, or any other

totalitarian philosophy, or by other actions giving support to those "philosophies" or "isms" or to movements or organizations inimical to the I.A.M.A.W. or its established policies and laws.

Acquiring membership by false pretense, misrepresentation, or fraud.

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission.

Actions constituting a violation of the provisions of this Constitution.

Illegal voting or in any way preventing an honest election to fill elective offices, posts or positions in the G.L. or any L.L., D.L., council or conference.

Any other conduct unbecoming a member of the I.A.M.A.W., provided, however, that any charge of such conduct shall specifically set forth the act or acts or omissions alleged to constitute such offense.

* * *

Trial of a Member

SEC. 7. Charges preferred against a member for other than a violation of his or her duty or duties as an officer or representative of either a L.L. or D.L. shall be governed by the following procedures:

It is the duty of any member who has information as to conduct of a member covered by Sec. 3 of this Art. to immediately prefer charges in writing against such member by filing the same with the president of the L.L. of which the accused is a member. The president of the L.L. with whom the charges are filed shall supply a copy to the accused and forthwith proceed to bring the accused to trial under the provisions of Secs. 8 through 13 of this Art., except that the I.P. may, when he deems such action necessary in order to provide a fair trial or to protect the best interests of the I.A.M.A.W., direct that the accused be tried either by a special committee designated for that purpose or by the G.L. convention. In the event the latter procedure is adopted, the trial of the charges shall be governed by the provisions of Sec. 5 of this Art.

In the event the president or the president and other officers of the L.L. are involved in the charges filed, the next ranking officer shall preside, as herein set forth. In the ap-

plication of this Sec. the order of ranking of officers shall be president and vice president. In the event a president and vice president are involved in the charges, or are absent, the R.S. shall call for nomination of a temporary chairman and the members present shall immediately proceed to select a temporary chairman by majority vote. The temporary chairman selected shall then proceed to carry out the requirements of this Sec.

In the event that any L.L., or the members thereof, fail to proceed as prescribed herein, then any officer or representative, or member, may file written charges against such member or members with the I.P. Upon the receipt of such charges, the I.P. shall forward one copy thereof to the accused and one copy thereof to the president of the L.L. of which the accused is a member, together with a order commanding said L.L. to proceed to place the accused on trial under the provisions of this Art.

If said L.L. fails or refuses for 15 days thereafter, to proceed as ordered by the I.P., then the I.P. shall notify the accused and the L.L. of which the accused is a member, of the time and place, when and where a special committee will meet for the purpose of hearing evidence and trying the accused upon charges theretofore preferred, provided, however, that the I.P. or the E.C. may, if they deem advisable, in lieu of a trial before a special committee, order the accused to be tried by the G.L. convention. In the event the latter procedure is adopted, the trial of the charges shall be governed by the provisions of Sec. 5 of this Art.

Appointment of Trial Committee

Sec. 8. Except as otherwise provided in this Art., whenever charges have been preferred against a member, the president of the L.L. shall promptly appoint a trial committee of not more than 5 members, one of whom shall act as chairman and one of whom shall act as secretary. The trial committee shall conduct an investigation of the charges and decide whether there is sufficient substance to warrant a trial hearing being held. If the trial committee decides a trial hearing is warranted, the committee shall, within one week of its appointment, notify the member of the charges against him and when and where to appear for trial. The time set for trial shall allow the accused a reasonable time

(not less than 7 calendar days after notification) to prepare his defense.

If the trial committee decides the charges should be dismissed on the basis of lack of supporting evidence, it will so recommend to the next regular meeting of the L.L. and the L.L. shall adopt or reject the trial committee's recommendation. If the L.L. adopts the recommendation, the charges shall stand dismissed subject to appeal of L.L. decisions as provided in Sec. 14 of this Art. If the L.L. rejects the committee's recommendation, the trial committee shall proceed to notify the charged member and hold a trial hearing.

Appearance

SEC. 9. If a member fails to appear for trial when notified to do so, the trial shall proceed as though the member were in fact present.

Evidence

SEC. 10. Both the plaintiff and the defendant shall have the privilege of presenting evidence and being represented either in person or by attorney (the attorney being a member of the I.A.M.A.W.). The trial committee shall maintain a written record of the trial proceedings, including all testimony and documents introduced by either the plaintiff or or the defendant.

Trial Procedure

SEC. 11. 1. Call trial committee to order.

2. Examine due books.
3. Clear the trial chamber of all people except the trial committee, the trial reporter (who need not be a member of the I.A.M.A.W.), the plaintiff and his attorney, the defendant and his attorney, and representatives of the G.L., if in attendance.
4. The plaintiff and the defendant shall remain in the trial chamber until trial is concluded, but shall sit apart.
5. The chairman shall read the charges and ask the defendant if he is "guilty" or "not guilty." If the

plea is "not guilty" the trial shall then proceed; if the plea is "guilty" the trial committee shall conduct such further proceedings as in its judgment are required.

6. The plaintiff or his attorney shall present his case first.
7. Witnesses shall be called into the trial chamber one at a time, and will leave the trial chamber upon completing their testimony, subject to recall by either the trial committee, the plaintiff, the defendant, or the representatives of the G.L.
8. All persons giving testimony shall be required to affirm that the testimony that they give shall be the truth.
9. Defendant and his attorney shall have the right to cross-examine plaintiff's witnesses.
10. Defendants witnesses shall then be called.
11. Plaintiff and his attorney shall have the right to cross-examine the defendant's witnesses.
12. Following the completion of cross-examination, the plaintiff and defendant shall be given the opportunity to make a statement or summation of their case, with the plaintiff having the first and last opportunity for remarks.
13. Before the trial committee shall begin its deliberations upon the testimony given, all persons except the trial committee shall leave the trial chamber.

Report of Trial Committee

SEC. 12. The trial committee shall consider all of the evidence in the case and thereafter agree upon its verdict of "guilty" or "not guilty." If the verdict be that of "guilty," the trial committee shall then consider and agree upon its recommendation of punishment.

Following completion of these deliberations and conclusions, the trial committee shall report at the next regular meeting of the L.L. The plaintiff and the defendant shall be promptly notified in writing by the R.S. of the decision of the L.L. with respect to the guilt or innocence of the defendant and with respect to the penalty imposed if the L.L.

took action on the latter; the trial committee's report shall be in two parts as follows:

1. The report shall contain a synopsis of the evidence and testimony presented by both sides together with the findings and verdict of the trial committee.

   After the trial committee has made the necessary explanation of its intent and meaning, the trial committee's verdict with respect to guilt or innocence of the defendant shall be submitted without debate to a vote by secret ballot of the members of the L.L. in attendance.
2. If the L.L. concurs with a "guilty" verdict of the trial committee, the recommendation of the committee as to the penalty to be imposed shall be submitted in a separate report to the L.L. and voted on by secret ballot of the members then in attendance.

Voting on Report

SEC. 13. The penalty recommended by the trial committee may be amended, rejected, or another punishment substituted therefor, by a majority vote of those voting on the question, except that it shall require a two-thirds vote of those voting to expel the defendant from membership.

If the L.L. reverses a "not guilty" verdict of the trial committee, the punishment to be imposed shall be decided by the L.L. by a majority vote of those voting on the question, except that it shall require a two-thirds vote of those voting to expel the defendant from membership.

Disqualification from holding office as a penalty for misconduct as a member or officer shall be limited to 5 years, except as otherwise provided in Sec. 6, Art. XXIV and Sec. 3, Art. B.

Appeal from Decision of L.L. or D.L.

SEC. 14. An appeal may be taken to the I.P. from the decision of a L.L. or D.L. by either the accused or the party preferring charges against the accused within 30 days after the verdict. Such appeal must be addressed to the I.P. in writing and set forth in specific detail the grounds on which it is based. The appeal may also include any argument in support thereof which the appellant desires to advance, but

shall not include any new evidence. The I.P. shall transmit to the opposing party a copy of the appeal and such party shall have a period of 15 days to reply thereto. The I.P. shall obtain from the L.L. or D.L. a complete record of the trial before the L.L. or D.L. and shall make a decision based on such record, which shall be final and binding unless changed on further appeal as hereinafter provided. The decision of the I.P. shall contain his findings and conclusions and the penalty, if any, to be imposed. Upon such an appeal the I.P. shall have full authority to affirm or to modify or reverse, in whole or in part, the decision of the L.L. or D.L., or to remand the proceedings for further trial before the L.L. or D.L., or to impose any penalty or fine which he deems to be required, including expulsion. No party to the appeal shall have a right to appear in person before the I.P. However, the I.P., if he deems it necessary or desirable, in connection with his consideration of the appeal, may accord such a privilege. The I.P. shall furnish a copy of his decision to each party to the appeal by registered or certified mail.

Appeal from Decision of I.P.

Sec. 15. An appeal may be taken from a decision of the I.P. to the E.C. by any interested party to the proceedings before either the I.P., the L.L. or D.L. Such appeal must be taken within 30 days from the date of the I.P.'s decision and shall be made in writing to the G.S.T. The appeal shall set forth in specific detail the grounds therefor and may include any written argument in support of these grounds. The G.S.T. shall also notify the opposing party in charge cases or trial cases of any appeal from the decision of the I.P. to the E.C. and shall furnish such party with a copy thereof. The opposing party shall have a period of 15 days in which to file any written argument in opposition to the appeal with the G.S.T. The G.S.T. shall transmit to the E.C. such appeal and any written arguments in opposition thereto, together with the record of the proceedings before the I.P., and the decision of the E.C. shall be made upon this record and the arguments submitted in connection there with. No party to the appeal shall have a right to appear in person before the E.C. However, the E.C., if it deems it necessary or desirable in connection with its consideration

of the appeal, may accord such a privilege. The decision of the E.C. shall be by majority vote of those participating and shall be final unless changed upon further appeal as hereunder provided. No member of the E.C. involved in the case or who has participated in the matter at earlier stages shall be entitled to participate in the decision on appeal. The E.C. shall have full authority to affirm or to modify or reverse, in whole or in part, the decision of the I.P. or to remand the proceedings for further trial before the L.L. or D.L. or to impose any penalty or fine which it deems to be required. The G.S.T. shall furnish a copy of the decision of the E.C. to each party to the appeal by registered or certified mail.

Appeal from Decision of E.C.

SEC. 16. An appeal may be made from a decision of the E.C. by any party to the proceedings before the E.C. to the G.L. convention, or to the membership at large by submission thereof to the referendum as provided in Art. XX. Such appeal shall be made in writing to the G.S.T. within 90 days from the date of the E.C.'s decision and shall set forth in specific detail the grounds therefor. The appeal may include a written argument in support of such grounds. The G.S.T. shall notify the E.C. and the opposing party of such appeal and furnish them with a copy thereof. Such party may, within 15 days, file with the G.S.T. a written argument in opposition to the appeal. The appeal shall be referred to the Appeals and Grievance Committee of the convention, and the G.S.T. shall transmit to such committee the record of the proceedings before the lower tribunals of the I.A.M.A.W. as well as the arguments of the appellant and of the opposition party. The Appeals and Grievance Committee shall, upon timely request, hear both parties to the appeal in person. However, no party to the appeal shall have a right to appear in person before the convention. The Appeals and Grievance Committee shall make a written recommendation to the convention based upon the record before it, which shall contain its findings, conclusions, and recommendations as to penalty to be imposed, if any. The convention may amend or reject in whole or in part the findings and recommendations of the Appeals and Grievance Committee and find the accused either "guilty" or "not

guilty." The convention may also accept or reject in whole or in part any recommendation of the Appeals and Grievance Committee with respect to a penalty to be imposed, and may itself provide a substitute penalty by a majority of delegates voting on the question. Such action of the convention shall be recognized and accepted as final and binding on all parties.

Before any appeal can be taken from an E.C. decision, the decision and all orders of the E.C. in relation thereto must be complied with by all parties concerned therein; provided, however, that in the event the E.C. concludes that compliance pending appeal would constitute a substantial bar to the exercise of the right thereof, compliance therewith may be waived or modified by the E.C. with respect thereto.

No officer, member, representative, L.L., D.L., or other subordinate body of the I.A.M.A.W. shall resort to any court of law or equity or other civil authority for the purpose of securing an opinion or decision in connection with any alleged grievance or wrong arising within the I.A.M.A.W. or any of its subordinate bodies until such party shall have first exhausted all remedies by appeal or otherwise provided in this Constitution not inconsistent with applicable law for the settlement and disposition of such alleged rights, grievances or wrongs. The I.P., E.C., and G.L. convention are hereby empowered to refuse or defer consideration, or to refuse or defer or withhold decisions, in any matter pending in any court of law or before any other civil authority as circumstances in their judgment may warrant and justify.

* * *

BYLAWS

BOOSTER LODGE 405

INTERNATIONAL ASSOCIATION OF MERCHANTS

* * *

Section 7.2 The approval of a strike, method of declaring a strike, and the settlement of a strike shall be in accordance with applicable provisions of the IAM Constitution.

Section 15.1 Nothing in these Bylaws shall be construed or applied in a manner that will conflict with the provisions of the IAM Constitution. All matters arising and not specifically covered in these Bylaws shall be governed by the IAM Constitution.

COLLECTIVE BARGAINING AGREEMENT

Dated May 16, 1963

Between

THE BOEING COMPANY

and

INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL-CIO

and

CERTAIN DISTRICT AND LOCAL LODGES THEREOF

• • •

AGREEMENT

THIS AGREEMENT, dated this 16th day of May, 1963, by and between The Boeing Company, a Delaware corporation (the term "the Company" being hereinafter deemed in each instance to refer to such corporation) and the International Association of Machinists, A.F.L.-C.I.O., and those of its lodges now and hereafter representing employees of the Company (the term "the Union" being hereinafter deemed in each instance to refer to the International Association of Machinists, A.F.L.-C.I.O. and to each such district or local lodge in reference respectively to the collective bargaining unit with which it is identified and the employees therein);

WITNESSETH that

WHEREAS, the parties have negotiated the terms and conditions of a collective bargaining agreement (hereinafter referred to as the "Agreement"), relating to employees of the Company represented by the Union and more particularly described in this Agreement and to the wages, hours and other terms and conditions of employment of such employees, and the parties desire to reduce the Agreement to writing; and whereas the terms "Primary Location" and "Remote Location," as used in this Agreement and the appendices hereto respectively shall have the following meanings: "Primary Location" shall refer to a major base of Company operations designated by the Company as a Primary Location such as "Seattle-Renton," "Wichita," or "Atlantic Missile Test Section." "Remote Location" shall refer to a Company operation located in an area away

from a Primary Location and designated by the Company as a Remote Location, such as Michoud Plant, Vandenberg Air Force Base, Plant 77 (Ogden, Utah), Eglin Field, a Company operation at a military or governmental base, etc.

Now, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I.

UNION REPRESENTATION

Section A.

The Company recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement, as follows:

1. Seattle-Renton Unit

Those employees in the collective bargaining unit that was involved in National Labor Relations Board Case No. 19-RC-344, and now consisting of:

a. all production and maintenance employees of the Company in the State of Washington, who are not on temporary assignment from a Primary Location other than Seattle-Renton, and,

b. all production and maintenance employees of the Company outside the State of Washington who are at Remote Locations identified with the Seattle-Renton Primary Location in accordance with Section C of this Article,

but excluding, as to employees within and without the State of Washington: staff nurses; employees working in the receiving and testing departments performing chemical or electrical laboratory work; stenographers A and B working for foremen, general foremen, inspection supervisors, production supervisors, and chief timekeepers; production engineers in the Production Planning Department and the Experimental Production Department working under the job titles of Senior Production Engineer B, Production Engineer A, Production Engineer B, Production Planner Special and Production Planner B; the following employees in Departments 521 and 525: production control record-

ers, working group leaders, clerks, expeditors stenographers, and operators of tabulating, key punch, and verifier machines; power plant operators; truck drivers operating on the public highway; office clerical employees; guards; professional employees, and supervisors as defined in the Labor-Management Relations Act of 1947; and subject to any further exclusions to the extent required by other certifications, orders or rulings of the NLRB, and

further excluding those classifications, organizations and functions which have superseded those mentioned in the foregoing exclusions.

Instructors and group leaders assigned as instructors over such production and maintenance employees are under the scope of the Union's jurisdiction.

Such unit is primarily identified with the Primary Location known as Seattle-Renton and with Aeronautical Industrial District Lodge No. 751 (IAM, AFL-CIO).

* * *

ARTICLE III

UNION SECURITY

AND

UNION REPRESENTATIVES ON COMPANY PREMISES

Section A. Union Security.

The terms and conditions of this Agreement in regard to Union Security (Union membership as a required condition of employment) are as follows:

1. Employees of the Company that are within the bargaining unit defined in Article I, Section A, paragraph 1 (hereinafter referred to as the Seattle-Renton Unit), of this Agreement who are members of the Union on or after the thirtieth day following the beginning of their employment in the Seattle-Renton Unit or the thirtieth day following the effective data of this Agreement, whichever date is the

later, or become members of the Union after such later date, shall as a condition of continued employment maintain their membership in good standing in the Union during the life of this Agreement or any renewal thereof.

2. Employee members of the Union who are within the Seattle-Renton Unit, whose services with the employer are terminated under this Agreement for any reason, and who later are reemployed or reinstated under this Agreement shall, not later than the thirty-first day following such date of reemployment or reinstatement, reestablish and continue their membership in good standing in the Union as a condition of continued employment.

3. In the event an employee member of the Union, to whom paragraph 1 or 2 applies, fails to maintain his membership in the Union in good standing therein by the regular payment of dues, the Union will notify the Company in writing, through the Corporate Labor Relations Office or through such other office as may be designated by the Company, of such employee's delinquency. The Company agrees to advise such employee that his employment status with the Company is in jeopardy and that his failure to meet his membership obligations with the Union within five days will result in his termination of employment.

4. Subject to paragraph 2 of this Section, those individuals who, on the effective date of this Agreement (date of execution), are employees of the Company within the Seattle-Renton Unit and are not members of the Union, shall not thereafter be required to become members of the Union as a condition of continued employment, and paragraph 5 of this Section shall not apply to them. Those on layoff or leave of absence from the Unit, or otherwise are identified as part of the Unit, who have not lost seniority under the terms of Article VI, Section B, of this Agreement, shall be regarded as employees for the purposes of this paragraph.

5. Subject to paragraph 2 of this Section, those individuals who, after the effective date of this Agreement, are either hired into the Seattle-Renton Unit

or are transferred to it or otherwise become employed within it after that date, shall be subject for the effective term of this Agreement to the following requirements in regard to Union membership:

a. If such an individual is not a member of the Union on the date that is thirty days after the day upon which he became an employee in the Unit, or if later, the date that is the thirtieth day after this Agreement became effective, he shall have the right to elect to become a member of the Union or to elect not to become a member of the Union, as further provided in this paragraph 5.

b. He shall have one period, and one period only, during which he may exercise the right of election as stated in a. Such period is hereinafter referred to as his "period of election." His period of election shall be the ten-day period immediately following the date mentioned in a.

c. During the particular period applicable to him, as provided in b. above, and at no other time, he may give notice that he does not desire to become a Union member. If he does not give such notice within his period of election, he shall be required to become a member of the Union within twenty days after expiration of his period of election, as a condition of his continued employment by the Company. If he gives such notice, he shall not thereafter be required to become a member of the Union as a condition of his continued employment by the Company unless he so elects to join.

d. The notice mentioned in c. above, if it is given, shall be in writing, to the Union and shall be addressed as follows:

Aeronautical Industrial District Lodge 751
International Association of Machinists,
AFL-CIO
5502 Airport Way South
Seattle, Washington 98108

with copy to the Company, which may be addressed as follows:

The Boeing Company
Corporate Labor Relations Office
Mail Stop 10-11
P.O. Box 3707
Seattle, Washington 98124

The notice, if given, shall state that the individual does not desire to become a member of the Union or contain a statement in other language that reasonably conveys that meaning. The notice to the Union and the copy to the Company shall be mailed by either certified or registered mail. The mailing must occur within his period of election.

e. At or about the time of hiring or otherwise becoming a part of the Seattle-Renton Unit, and also prior to his period of election, he may be notified by the Company of his privileges, rights and obligations under this Section.

6. The provisions of this Section A relating to employees within the Seattle-Renton Unit shall apply to employees within units covered by this Agreement and identified with other Primary Locations where permitted by the law applicable at the Primary Location. Where the application of such provisions is not permitted by state law at a Primary Location, they shall not apply to Remote Locations identified with the Primary Location. In regard to those collective bargaining units covered by this Agreement that are identified with Primary Locations in states where application of Union security provisions such as those stated in this Section is not legally permitted as of the effective date of this Agreement, and in regard to employees within such units:

a. In the event the application of such provisions were to become permissible under the law of such a state during the effective period of this Agreement, provisions such as those applicable to the Seattle-Renton Unit under this Section shall

become applicable to the collective bargaining unit identified with the Primary Location in that state, subject to b. of this paragraph 6, when such application becomes legal.

b. In regard to the provisions in paragraphs 1, 4 and 5 above, the date upon which the application of such provisions becomes lawful under the laws of the state would be used instead of the effective date of this Agreement.

7. The Company will furnish to the Union headquarters at each Primary Location a weekly bill containing the name and address of each new hire, rehire and transferee into the bargaining unit. Such list also will cover such transactions at the Remote Locations identified with the Primary Location. The lists will contain the most current information available.

• • •

[G.C. Ex. 9]

Booster Lodge No. 405

International Association of Machinists
and Aerospace Workers
POST OFFICE BOX 29240
NEW ORLEANS, LOUISIANA 70129

Area Code 504
254-0550

First IAM Aerospace Lodge

November 4, 1965

Mr. John E. Mau
Labor Relations Representative
The Boeing Company
Post Office Box 29100
New Orleans, Louisiana 70129

Dear Sir:

Attached is a list of Boeing employees who wrote certified letters, either to District 751, or Local Lodge 405, terminating their membership in the International Association of Machinists and Aerospace Workers.

If any further information is needed, please feel free to contact us.

Yours very truly,

Gene P. Griffith

Gene P. Griffith
Secretary-Treasurer
Local Lodge 405 IAM&AW

GPG/jb OEIU #60

ABBOTT, CARMEN L.
ACHEE, RONALD
ACOSTA, ABEL J.
ADAMS, WILLIAM H.
ANZALONE, JONATHOUS A.
ANDERSON, CLIFFORD A.
ARAGON, JOHN C.
ARPETZIG, JOHN B. JR.
ARTHUR, RONALD
BAILEY, RICHARD D.
BARNER, ROBERT L.
BARRON, HOWARD H.
BAUER, WILLIAM P.
BEARD, RAYMOND J.
BEARDEN, DAVID D.
BENNETT, JAMES W.
BENSHOOF, WILLIAM A.
BLAIR, BERNARD J.
BLEVINS, JAMES E.
BONDIO, SALVADORE A.
BORDELON, KATHLEEN M.
BOYD, BETTY ANN
BOYD, JAMES L.
BRANYON, JOHN D.
BRELAND, VERNON A.
BREWER, JOSEPH H.
BRINGER, MELVIN L.
BROWN, CAROLINE D.
BUCHANAN, ELBERT O.
BUDD, EDWARD P.
BUREAU, GAYLORD L.
BUTLER, DAVID C.
BYRNE, EDWARD, JR.
BURR, KARVIN L.
CARLY, JOSEPH W.
CARUSO, BERNARD C.
CARUSO, VINCENT D.
CASCIO, AUGUST J.
CHAMBLESS, RAYMOND F., JR.
CHOUEST, ADAM H.
CLARK, KATHRYN M.
CLARK, RICHARD M.
CLEMENTS, ERSLER
CLARK, ARDITH D.
COLE, ELEANOR B.
COMPTON, JAMES R.
COLE, ESTIE L.
COMFORTO, JOSEPH D.
CONNIFF, JOHN T.
COPELAND, ANDRE M.
COY, THOMAS A.
CRAIG, VERNON T.
CROSY, WAYNE R.
CRUSTO, WILMA
CUEVAS, THOMAS G.
CULBERTSON, EUGENE F.
CULLEN, ROBERT L.
CURULLA, VIRGINIA M.
DELAUP, GERALD J.
DELCAMBRE, FRANCIS
DOBSON, CHERYL D.
DUSKIN, PERRY J.
DUBUQUE, ARTHUR E.
DURAND, RALPH J.
DUTRUCH, BYRDIE
ELLIOTT, JAMES E.
ELLIS, GEORGE
ELLIS, RODGER E.
EPPERLY, SHERMAN E.
ENNIS, HENRY, JR.
FAHRENBACHER, DOROTHEA
FAHRENBACHER, RONALD J.
FLUBACHER, HAROLD T.
FRADELLA, JOSEPH J.
FRADELLA, WILLIAM H.
FRAYLE, ANTHONY
FRITZ, KENNETH P.
FYE, HARRY D.
GAGLIANO, ALFRED J.
GAGLIANO, LOUIS J.
GAUGE, PETER
GARCIA, ANTHONY P.
GIARDINA, PHILIP M.
GILBERT, JOSEPH M.
GILBERT, PEGGY
GOMEZ, PETER D.
GRAY, JESSE H.

GREEN, COLLEEN C.
GREEN, ELTON L.
GRIGG, JESSIE C.
GROAT, ROBERT E.
HALE, ROBERT J.
HALL, HERBERT D.
HAMAKER, RUDOLPH P., JR.
HAMILTON, LOUIS
HARDING, ROBERT H.
HARSCHBERGER, ARCIL W.
HARVEY, GLENN
HASKINS, ALBERT F.
HAYDEL, LIONEL D.
HEDGES, HASKEL E.
HIDALGO, VERNON
HIGHSMITH, FRED L.
HILTON, MARY E.
HINES, LEMIE L.
HINES, CHARLES L.
HODGES, DONNA L.
HOFFMAN, ARTHUR M.
HOLLOWAY, REGGIE C.
HOOKS, SHIRLEY A.
HOPE, JESSE R.
HOWARD, FAY C.
HOWARD, WILLIAM F.
HOWIN, JEFFREY C.
HUEY, D. W.
HULL, IRENE A.
IRWIN, ALGY
JACOBS, HARRY J.
JAMES, CHESTER M.
JASPER, PETER P.
JONES, ORA M.
KATZ, HARRY
KAUFFEYER, DALE M.
KEITH, MICHAEL F.
KILLOUGH, DAN R.
KING, FRANCIS J.
KIRK, EUGENE F.
KOJARA, RICHARD T.
KOPS, MURRAY
KREGER, JERRY R.
LACK, DARRELL H.
LACOMBE, DALLAS J.
LA NASA, MARY
LANDRY, RONALD P.
LEE, TERRY W.
LEESON, RONALD E.
LEVINS, ARLEN D.
LILLY, WILLIS A.
LIPSCOMBE, RUBY L.
LITTLE, ARLENE
LITTLEJOHN, SHIRLEY
LOGAN, WOODWARD B.
LOMBARD, WALLACE W.
LOTT, CAROLYN
LOTT, HARVEY L., JR.
LOWENTHAL, JERRIE D.
MARTIN, EVELYN
MARTZ, JOSEPH L.
MATHEWS, RAYMOND D.
MC AHIS, LARRY J.
MC CALLUM, KENNETH R.
MC FADDEN, LELAND J.
MC FARLAND, CLARENCE
MC GEE, CHARLES D.
MELANCON, WARREN A.
MERIWETHER, DAVID H.
MC HENRY, CARL
MILLER, ALVIN D.
MORGAN, CARROLL S.
MORTILLARO, SALVADORE A
MOSER, J. D. C.
MULLEN, I. JAMES
MURRAY, ROBERT L.
NEUMAN, CAROL L.
NEUMAN, WILLIAM F.
NICOLOSI, EULA BELLE
NUGENT, JAMES I.
NUNGESSER, DARREL
O'NEAL, RICHARD B.
OVELLETTE, JOE F.
PAIOLE, JIMMY M.
PARKER, GRACIE
PARKER, MARY
PHILIP, HENRY C.
PINCOFF, JOHN G.

POPE, JOYCE
POWELL, LOUIS P.
RAKES, MARVIN E.
RATZEL, SUSAN A.
RAYBURN, GLORIA D.
REED, KATHLEEN L.
RICHARDS, ALEX J.
ROBINETTE, JOACHIM
ROBINSON, BILL J.
RODRIGUEZ, DELTON R.
RUFFT, ELEANOR
RUSSELL, WILLIAM H.
SADLER, WILLIAM H.
SAYLOR, ARTHUR H.
SAUCIER, EARL
SCHAFF, DENIS
SCHROADER, LEONARD E.
SCIPIONE, RONALD A.
SEALES, BETTY J.
SEALES, WALTER E.
SHELBY, ALICE
SHERMAN, OLIVA M.
SLOAN, THERESA N.
SMITH, ALAN L.
SMITH, RILEY
SMITH, TOMMY W.
SMITH, WILLIAM R., JR.
STANTON, JAMES C.
STAUB, LOUIS H.
STEELER, PAUL G.
STERLING, LOUIS L.
STEVENSON, GLENN L.
STIRLING, ROBERT B.
STONE, JOHN W.
STOUT, JAMES A.
TATUM, WINEFRED L.
TAYLOR, MYRTIS
THOMAS, GLADYS
THOMPSON, DOROTHY M.
TILLER, CHARLES R.
TILLER, KAREN J.
TIMMONS, SHANNON F.
TRAVIS, DENNIS
TRAVIS, LILLIAN
TROTTER, WILBUR S.
TROTTER, WILLIAM A.
TUCKER, JERRY
VINSON, ANN M.
WAGNER, DONALD R.
WARNER, RICHARD A.
WHITING, CLINTON M.
WILLIAMS, DOUGLAS F.
WILLIAMS, GEORGE F.
WILLIAMS, GWENDELL F.
WILLIAMS, ROSS E.
WILLIAMS, VIOLA L.
WILSON, ROY H.
WINDMANN, CALVIN C.
WOOD, DONALD R.
YARBOROUGH, THOMAS L.

[G.C. Ex. 10]

BOOSTER LODGE NO. 405
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
POST OFFICE BOX 29248
NEW ORLEANS, LOUISIANA 70129

November 17, 1965

L. D. Haydel
Rt. 1 Box 224 A
Holden, La. 70744

Dear Sir:

You have been charged with violating the International Association of Machinists and Aerospace Workers Constitution. The specific charge is Article XXIV, Section 3, Article L, which states: "Accepting employment in any capacity in an establishment where a strike, or lockout exists as recognized under this constitution without permission."

The Trial Committee appointed by President Roger E. Hilton, Local Lodge 405, has met and feel there is sufficient evidence to hold a trial.

You are hereby notified that this trial will be held Saturday December 11, 1965 at 9:45 A.M., in the Union Hall, 13344 Chef Menteur Highway. At this time the charges will be read and you have the right to have an attorney (the attorney being a member of the IAMAW) to defend you. Under the Constitution, if you fail to appear for trial when notified, the trial shall proceed as though the member were in fact present.

Yours truly,

TRIAL COMMITTEE
Local Lodge 405, IAMAW

Ben Ketchum
Chairman

[G.C. Ex. 11]

BOOSTER LODGE NO. 405
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
POST OFFICE BOX 29248
NEW ORLEANS, LOUISIANA 70129

Dear

You have been found guilty by the members of Local Lodge #405, International Association of Machinists and Aerospace Workers, of violating the IAM&AW Constitution, Article L, Section 3. You violated the Constitution when you accepted employment in an establishment where a strike existed as recognized by this Constitution. This strike was against The Boeing Company.

The members of Local Lodge #405, IAM&AW, have assessed the following penalty:

1. That you be fined $450.00. This fine to be suspended providing you pay 50% of your earnings while working during the strike, and agree to attend all regular meetings of this Lodge during the next twelve (12) months.

2. That you be denied the privilege of holding office in the IAM&AW for the time stated at your trial. If you worked less than three (3) days - one (1) year; three (3) to ten (10) days - three (3) years; ten (10) days or more - five (5) years.

This trial was held according to the Constitution of the IAM&AW. If you do not agree with the decision of the members of this Lodge, you may appeal to the International President, P. L. Siemiller. This must be done by January 18, 1966. If you do not appeal, the decision will be final and you must make arrangements to comply with the penalty within thirty (30) days from the date the verdict was rendered (December 18, 1965), Article F, Section 1, of the IAM&AW Constitution.

Fraternally yours,

William G. Irby

William G. Irby
Acting Recording Secretary
Local Lodge #405, IAM&AW

[G.C. Ex. 12]

Dear Sir:

You have been found guilty by the members of Local Lodge #405, International Association of Machinists and Aerospace Workers of violating the IAMAW Constitution, Article L, Section 3. You violated the Constitution when you accepted employment in an establishment where a strike existed as recognized by this Constitution. This strike was against The Boeing Company.

The members of Local Lodge #405, IAMAW, have assessed the following penalty:

1. That you be fine $450.00.

2. That you be denied the privilege of holding office in the IAMAW for a period of five (5) years.

This trial was held according to the Constitution of the IAMAW. If you do not agree with the decision of the members of this Lodge, you may appeal to the International President, P. L. Siemiller. This must be done by January 18, 1966. If you do not appeal, the decision will be final and you must make arrangements to comply with the penalty within thirty (30) days, December 18, 1965 (the date the verdict was rendered), Article F, Section 1, of the I. A. M. & A. W. Constitution.

Fraternally yours,

William G. Irby
Acting Recording Secretary
Local Lodge #405, IAMAW

WGI/jo ociu #60

[G.C. Ex. 13]

Booster Lodge No. 405

International Association of Machinists
and Aerospace Workers
POST OFFICE BOX 29248
NEW ORLEANS, LOUISIANA 70129

First IAM Aerospace Lodge

Area Code 504
944-0130

November 3, 1967

Dear Sir and Brother:

After the strike in 1965, you were found guilty, on your own admission, of crossing the picket lines, and fined 50% of the wages you earned behind the lines. Our records show that your fine has yet to be paid in full.

Would you please contact Business Representative, Roger Hilton, at the Union Hall in person or by phone before 15 November, 1967 to discuss payment since we are now in the process of turning all fines over to our attorney for collection.

Failure to do so could cause your fine to be increased to $450.00 as was noted at your trial.

Yours truly,

Donald C. Verigan
President

DCV:ss

[G.C. Ex. 14]

Booster Lodge No. 405

International Association of Machinists
and Aerospace Workers
POST OFFICE BOX 29248
NEW ORLEANS, LOUISIANA 70129

Est 1914 Aerospace Lodge

Area Code 504
3546559

November 3, 1967

Dear Sir and Brother:

After the strike in 1965, you were found guilty of crossing the picket lines and fined $450.00. Upon receipt of your request for reconsideration, the membership reduced your fine to 50% of the wages you earned behind the lines. Our records show that your fine has yet to be paid in full.

Would you please contact Business Representative, Roger Hilton, at the Union Hall in person or by phone before 15 November, 1967 to discuss payment since we are now in the process of turning all fines over to our attorney for collection.

Failure to do so could cause your fine to be increased to $450.00 as was noted at your trial.

Fraternally yours,

Donald C. Verigan
President

DCV:ss

[G.C. Ex. 15]

RECEIVED
NLRB-14TH REG.
NEW ORLEANS, LA.
FEB 7 8 25 AM '56

February 2, 1956

Mr. Henry Kahn
925 Broadway
New Orleans, Louisiana

Dear Mr. Kahn:

The undersigned represents Teamster Lodge No. 496, International Association of Machinists and Aerospace Workers, AFL-CIO, of which you are a member.

Pursuant to the lawful procedure of the Union, you have been found guilty by the Local Lodge of violating Article 1, Section 5 of the International Constitution and as a part of the penalty assessed against you, you have been fined $450.00. The time for appeal has now passed and the decision of the Local Lodge, specifically the fine imposed is now executory. As yet, no payment has been received from you. The Lodge has referred the matter to us for attention and collection.

Demand is made upon you for the immediate payment in full of the $450.00 fine by virtue of the proceedings referred to. Your failure to respond promptly will require our filing suit against you, with the additional cost to you of attorney fees and court costs incurred by the Union in the process, plus legal interest.

Very truly yours,

DODD, MINTZ, MORGAN & NEWMAN

By: Thomas J. Mintz

List of Those Paid $450 by
I.B. and in Local 405 in Indiana

Abbatiello, Carmen L.	450.00
Anderson, Clifford R.	450.00
Anaejo, John C.	450.00
Bailey, Richard D.	450.00
Barrad, Howard H.	450.00
Bauer, William P.	450.00
Bievins, J.E.	450.00
Bengo, H.E.	450.00
Bordelon, Kathleen M.	450.00
Boyd, Betty Ann	450.00
Brown, Carlisle D.	450.00
Butler, David C.	450.00
[illegible]	
Caruso, Vincent	450.00
Cike, M	450.00
Clark, Kathryn H.	450.00
Claude, A.S.	450.00
Cunniff, John T.	450.00
Cowan, Frank	450.00
Cox, Thomas A.	450.00
Crosby, Wayne R.	450.00
Cuesta, William	450.00
Cullen, Robert L.	450.00
Delany, Gerald J.	450.00

Durkin, Percy J.	450.00
Dubuque, Arthur E.	450.00
Elliott, James R.	450.00
Ellis, Roger E.	450.00
Epperly, Sherman E.	450.00
Fahrenbacker, Dorothea	450.00
Fahrenbacker, Ronald J.	450.00
Flubacher, Marie T.	450.00
Frye, Harry D	450.00
Gilbert, Gregory	450.00
Green, Edlon	450.00
Green, J. H.	450.00
Hart, Robert E.	450.00
Hale, Robert J.	450.00
Hall, Herbert D.	450.00
Hamaker, Rudolph P., Jr.	450.00
Hamilton, Louis	450.00
Harding, Robert H.	450.00
Haydel, Lionel D.	450.00
Henzig, Haskel E.	450.00
Hines, Lewis L.	450.00
Hodges, Dorine L.	450.00
Holmes, Arthur M.	450.00
Holloway, Reggie C.	450.00
Hooks, Shirley A.	450.00
Hope, James R.	450.00
Howard, Guy C.	450.00

Jones, Nancy C.	450.00	
Jasper, Peter P.	450.00	
Kelly, Harry	450.00	
Kalkmeyer, Dale M.	450.00	
Keim, Michael F.	450.00	
King, Francis J.	450.00	
Komara, Richard T.	450.00	
Kopp, Murray	450.00	
Kozer, E.C.	450.00	
Lack, Darrell H.	450.00	
Lanasa, Mary	450.00	
Lee, Terry W.	450.00	
Leem, Ronald E.	450.00	
Lilly, Willis A.	450.00	
Lipscombe, Ray L.	450.00	
Littlejohn, Shirley	450.00	
Lorbard, Wallace W.	450.00	
Lott, Carolyn	450.00	50%
Marty, Joseph L.	450.00	
Matthews, Reginald D.	450.00	
McCallum, Kenneth R.	450.00	
McFadden, Leland J.	450.00	
McGee, Charles D.	450.00	
Meriwether, David H.	450.00	
McNerney, Carl	450.00	
Miller, Calvin D.	450.00	
Miller, C.D.	450.00	

Moses, J.D.C.	450.00
Mullen, I. James	450.00
Newman, Carol L.	450.00
Nisolari, Eula Belle	450.00
O'neal, Richard B.	450.00
Pope, Joyce	450.00
Perdue, George	450.00
Perkes, Marvin E.	450.00
Rabrich, R. J.	450.00
Rayfron, Gloria D.	450.00
Reed, Kathleen	450.00
Richards, Alex J.	450.00
Runft, Eleanor	450.00
Schroeder, Leonard E.	450.00
Schelly, Alice	450.00
Staub, Louis H.	450.00
Stone, John W.	450.00
Stort, Grace A.	450.00
Stanley, P.	450.00
Taylor, Royster	450.00
Thompson, Dorothy R.	450.00
Tibbs, Charles R.	450.00
Tiller, Karen J.	450.00
Travis, Dennis	450.00
Tucker, Jerry	450.00
Warner, Richard A.	450.00
White, Rosalie	450.00

50 % Firm

	Firm	Collected	
Bal Brandt	50 %		
J. H. Brewer	50 %		
Buchanan, E.O.	50 %	10.20	PIF
Budd	50 %	$23.00	PIF
Clark, R.N.	50 %	$81.75	PIF
Craig, V.T.	50 %	-	
Higginbotham, AL	50 %	7.50	PIF
Hull, I.A.	50 %	21.00	PIF
N.C. James	50 %	12.00	PIF
O.M. Jones	50 %	5.00	
Killough	50 %	12.50	PIF
Lott, W.L.	50 %	60.00	PIF
McInnis, L.J.	50 %		
Mardilleau, S.A.	50 %	54.80	PIF
Murray, R.L.	50 %	77.00	PIF
Nugent, I.I	50 %	18.00	PIF
Overcutter, J.F.	50 %		
Parker, G.	50 %	120.00	PIF
Prunkey, L.	50 %	15.40	PIF
Quinmore, J.	50 %		
Marie Bloom	50 %	5.00	
Gibbs, W.	50 %	67.20	PIF
Vander Kant, C.	50 %		
R. Thomas	50 %		
Wyrick, C.T.	50 %	12.00	PIF

C. R. Nobley	50 %	
Reford, C.	50 %	13 mo. PIF
Irwin, Peggy	50 %	
Scott, Carolyn	50 %	5 mo. "
Sloan, T.	50 %	10 mo. PIF
Robinette	50 %	
Wagner, J. R.	50 %	
Williams, J. F.	50 %	
Williams G F	50 %	
Sadler, W. H.	50 %	18, 52 PIF
Montgomery, Jesse	50 %	
W. R. Kelly	No Fine	(Appealed)
Ratzel, Susan A.	Not Guilty	
Boyd, J. L.	Not Guilty	
Cole, Estie L.	Mistrial	not retried

[G.C. Ex. 17]

Defendants Name & Address	Suits filed & first three Defendants Court
(1) P.J. Dustin (450.00) 1517 Tennessee St. N.O., La. 70117	First City Court City of New Orleans
(2) Wilma Crousto, (450.00) 2611 St. Peter St. N.O., La.	First City Court City of N.O.
(3) Clifford Anderson (450.00) 3110 N. Derbigny N.O., La.	First City Court City of N.O.
(4) A. J. Claude (450.00) 1719 Sere N.O., La.	First City Court City of N.O.
(5) Dennis R. Travis (450.00) 1309 St. Bernard Chalmette La.	25th J.D.C. Parish of St. Bernard

(6) Theresa White (450) 1927 Amelia St. N.O., La.	First City Court City of N.O.
(7) R.C. Hollander (450) 768 Chas. Mentevia Hgwy. N.O., La.	First City Court City of N.O.
(8) W.P. Bauer (450) 505 Walker Dr. N.O., La. (own)	First City Court City of N.O.
(9) Thomas J. Kiss (450) 4874 Orleans N.O., La.	First City Court City of N.O.

Abbott, Carmen L. 9/20/65
13051 Deauville Ct.
New Orleans 70129, La.

Achee, Ronald 9/17/65
502 Andry New Orleans, La.

Acocta, Abel J. 9/28/65
813 Athania Pkwy
Metairie, La.

Adams, William Maurice 9/16/65
411-58-6940
Boeing-Michoud

Anzalone, Ignatious A. 9/27/65
434-32-6520
5-3740 Boeing-Michoud

Aragon, John C. 9/19/65
6227 St. Anthony St.
New Orleans, Louisiana

Anderson, Clifford A. 9/24/65
436-58-3698
3110 N. Derbigny St
New Orleans, La.

Aragon, John C. 9/22/65
6227 St Anthony Street
New Orleans, Louisiana

Arreteig, John B. Jr. 9/17/65
434-52-2355
P.O. Box 194
Ponchataula, La.

Arthur, Ronald 9/18/65
Boeing-Michoud Operations
New Orleans, Louisiana

Bailey, Richard D. 9/17/65
AE86372
Slidell, La.

Barker, Robert L. 9/20/65
13801 Chef Menteur
New Orleans, La.

Barron, Howard H. 9/23/65
8005 Grant St.
New Orleans, La.

Bauer, William P. 9/28/65
505 Wallace Dr.
New Orleans, La.

Beard, Raymond J. 9/17/65
436-60-8369
2005 Royal St.
New Orleans, La.

Bentley, James W. 9/28/65
437-44-5378
Michoud Facility
New Orleans

Bearden, David D. 9/20/65
416-42-3252
37 Old Hickory Dr.
Chalmette, La.

Benshoof, William A. 9/17/65
1145 Maris Stella
Slidell, La.

Blair, Bernard J. 9/23/65
2023 Montegit St.
New Orleans, La.

Blevins, James E. 9/21/65
440-24-0520
287 Nassau Dr.
Blidell, La.

Bordelon, Kathleen M. 9/21/65
6657 Milne Blvd.
New Orleans, La.

Boyd, Betty Ann 9/17/65
Book #AB59312
1909 Minnesota St.
Kenner, La.

Boyd, James L. 9/25/65
T 83078
3316 Senclain
Chalmette, La.

Branyon, John D. 9/20/65
2215 Mithra St.
New Orleans, La.

Breland, Vernon A. 9/25/65
4718
2659 Jasmine
New Orleans, La.

Brewer, Joseph H. 9/22/65
1857 AD 75596
47 Papania Dr.
New Orleans, La.

Bringer, Melvin L. 9/18/65
8913 5-3774
3838 Pentchatrain Dr.
Slidell, La.

Brown, Caroline D. 9/24/65
Boeing Launch Systems Bra
(not Cert. or Neg)
New Orleans, La.

Budd, Edward P. 9/24/65
017-02-9958
53 East Chalmette Circle
Chalmette, La.

Buchanan, Elbert Odie 9/23/65
435-28-4867
59 W. Claibaine Sq.
Chalmette, La.

Butler, David C. 9/17/65
437-66-0591
1701 N. Hullen
Metairie, La.

Byrne, Edward Jr. 9/25/65
3821 Palmyra St.
New Orleans, La.
(out of order)

Burr, Marvin L. 9/30/65
6114 Arts St.
New Orleans, La.

Carey, Joseph W. 9/17/65
436-54-0708
327 N. Bernadatte Street
New Orleans, La.

Caruso, Bernard O. 9/28/65
439-68-8876
500 Andry Street
New Orleans, La.

Caruso, Vincent B. 9/27/65
#16 St. Claude Ct.
New Orleans, La.

Cascio, August J. 9/16/65
2109 Airline Park Blvd
Metairie, La.

Chamblee, Raymond F. Jr. 9/13/65
717 Citrus St.
Slidell, La.

Chamblee, Raymond F. Jr. (dup. 9/17/65)

Chouest, Adam M. 9/21/65
438-54-2265
757 Madewood Dr.
LaPlace, La.

Clark, Kathryn H. 9/20/65
121-18-6091
3939 Arrowhead Dr.
Slidell, La.

Clark, Richard N. 9/27/65
6818 Gen Diaz St.
New Orleans, La.

Clements, Ersler 9/22/65
4900 Read Blvd
New Orleans, La.

Clark, Ardith D. 9/20/65
432-56-8803
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Huntsville, Alabama

Cilo, Eleanor E. 9/17/65
3126 Broadway Street
New Orleans, La.

Compton, James Robert 9/21/65
1691½ Robert Street
New Orleans, La.

Cole, Estie L. 9/22/65
11658 Chef Menteur Hwy.
New Orleans, La.

Jonforto, Joseph D. 9/22/65
4712 Tulip St.
New Orleans, La.

Conniff, John T. 9/19/65
2546 Madrid Street
Apartment 209
New Orleans, La.

Conniff, John 9/21/65
6319 St. Roch St.
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Copeland, Andre M. 9/22/65
431-60-3901
11658 Chef Menteur
New Orleans, La.

Craig, Vernon Thomas
4350 Stemway Dr. #43
New Orleans, La.
9/17/65

Crosby, Wayne Richard
061-32-1723
7500 Chef Hyw.
New Orleans, La.
6/16/65

Crouse, Robert B.
6026 Haynes Blvd.
New Orleans, La.
10/2/65

Crusto, Wilma
2611 St. Peter St.
New Orleans, La.
9/16/25

Cuevas, Thomas G.
Clock No. 7757
321 P.O. Box
Madisonville, La.
9/26/65

Culbertson, Eugene F.
6674
9/25/65

Cullen, Robert Leo
4511 C. Seminary Pl.
New Orleans, La.
9/18/65

Curulla, Virginia M.
4851 Frair Tuck Dr.
New Orleans, La.
9/18/65
Worked 9/20

Denlaup, Gerald John
4941 Laine Ave.
New Orleans, La.
9/20/65

Delcambre, Francis
434-16-9082
Gen. Del.
Slidell, La.
9/20/65

Dobson, Cheryl D.
433-68-8101
4316 Dodt Avenue
New Orleans, La.
9/18/65

DuSkin (†), Perry Joseph
1517 Tennessee, St.
New Orleans, La.
9/30/65

Dubuque, Arthur E.
539-26-1968
4675 Werner Dr.
New Orleans, La.
9/24/65

Durand, Ralph J. LV
2413 Haring Rd.
Metairie, La.
9/21/65

Dutruch, Birdie
3520 Delambert
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9/17/65

Elliott, James R.
028-32-3638
P. O. Box 1078
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9/22/65

Ellis, George Robert
3428 Camphor St.
New Orleans, La.
9/23/65

Ellis, Rodger E.
535-40-0125
4907 Magazine St.
New Orleans, La.
9/17/65

Epperly, Sherman E.
Rt 1 Box BA66
Perl River, La.
9/30/65

Ennis, Henry Jr.
422-03-2017
2216 N. Memorial Pkwy Apt. 6A
Huntsville, Alabama
9/17/65

Fahrenbacher, Dorothea Marion
2312 Delille Apt. B
Chamette, La.
9/21/65

Fahrenbacher, Ronald Joseph
2312 Delille Apt. B
Chalmette, La.
9/20/65
Worked 9/20

Flubacher, Marie T.
438-28-1719
5833 Milne Street
New Orleans, La.
9/16/65

Fradella, Joseph J.
Rt. 3—Box 288
Slidell, La.
9/22/65

Fradella, William H.
3914
Rt. 3—Box 288
Slidell, La.
9/22/65

Frayle, Anthony
4559 Shalimar Dr.
New Orleans, La.
436-50-7647
9/22/65

Fritz, Kenneth P. 9/20/65
438-62-6800
2836 St. Thomas Street
New Orleans, La.

Fye, Harry D. 9/17/65
513-05-4462
1215 St. Scholastion
Slidell, La.

Gagliano, Alfred J. 9/20/65
3967 Downman Rd.
New Orleans, La.

Gange, Peter 9/30/65
1205 Kildare Street
Huntsville, Alabama

Garcia, Anthony P. 9/21/65
438-48-8984
144 Jeanne Dr.
Westwego, La.

Giardina, Philip W. 9/27/65
7904
Huntsville, Alabama

Gilbert, Joseph W. II 9/17/65
539-40-5266
Huntsville, Alabama

Gilbert, Peggy 9/20/65
418-44-0092 Worked 9/21
3113 Cleary Ave.
Metairie, La.

Gomez, Peter D. 9/29/65
65 Carolyn Court
Arabi, La.

Gray, Jesse H. 9/28/65
522½ Jefferson Ave.
New Orleans, La.

Green, Colleen C. (Slawson)
515-24-4234 9/16/65
4619 Citrus Dr.
New Orleans, La.

Green, Eldon L. 9/16/65
536-36-8722
4619 Citrus Dr.
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Grigg, Jessie Calvin 9/16/65
418-36-6954
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Great, Robert E. 9/22/65
515-09-9027
3653 Riviera Dr.
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Hale, Robert J. 9/21/65
Book No. #AB59336
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Barataria, La.

Hall, Herbert D. 9/25/65
1408
2907 Camellia Dr.
Slidell, La.

Hamaker, Rudolph P. Jr. 9/25/65
#AA 23595
171 Center Street
Arabi, La.

Hamilton, Louis 9/21/65
Clock # 1021
2400 Short St.
New Orleans, La.

Harding, Robert H. 9/22/65
Moon Meadow Trailer Park
404 Jones Street
Picayune, Mississippi

Harney, Glenn 9/27/65
436-66-0270
3115 Iberville
New Orleans, La.

Haskins, Albert F. 9/27/65
1207 Meridian Street
Huntsville, Alabama

Herzog, Haskel Eugene 9/18/65
456-58-2700
3114 Arkansas Ave.
Kenner, La.

Higginbotham, Fred L. 9/17/65
065-30-8806
1450 Tita St.
New Orleans, La.

Hilton, Mary E. 9/22/65
427-14-0931
1507 Westbrook, Apt B Worked 9/17
New Orleans, La.

Himes, Lewis L. 9/18/65
Rt. 1—Box 617
Gulfport, Miss.

Hines, Charles L. 10/1/65
AG 99005
410 Incarnate Word Dr.
Kenner, La.

Hodges, Donna Lee 9/28/65
344-66-5405
2809 Packenham Dr.
Chalmette, La.

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057-01-8483
13763 Chef Menteur
New Orleans, La.

Holloway, Roggie C. 9/21/65
421-54-7214

Hooks, Shirley A. 9/21/65
165-30-5264
Box 32—Rt. 1
St Bernard, La.

Hope, Jesse R. 9/17/65
AF 93716
P.O. Box 36
Slidell, La.

Howard, Fay C. 9/16/65
513 Friscoville, Ave.
Arabi, La.
420-26-3670

Howard, William Frosman 9/27/65
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Huntsville, Alabama

Houin, Feffrey C. 9/22/65
5128 Arts St. Apt 3
New Orleans, La.

Hull, Irene A. 9/18/65
13450 Chef Menteur #3
New Orleans, La.

Ice, E. 9/22/65
Village D'Lest
P. O. Box 29192
New Orleans, La.

Irwin, Algy (?Irvin) 10/1/65
2200 Tulip Street
New Orleans, La.

Jacobs, Harry Jay 9/22/65
434-12-7425

James, Chester M. 9/28/65
126 Bermuda Dr.
Slidell, La.

Jasper, Peter P. 9/20/65
522-20-0242
7705 Willow
New Orleans, La.

Jones, OraMae 9/25/65
4435 Pauger Street
New Orleans, La.

Katz, Harry 9/20/65
925 Broadway
New Orleans, La.

Kahmeyer, Dale M. 9/22/65
509-28-7223
501 Prosper
Chalmette, La.

Keim, Michael Frank 9/23/65
484-42-1562
7500 Chef Menteur Hwy.
New Orleans, La.

Kendrick, Eloise 9/22/65
2900 3rd St. Apt 18
New Orleans, La.

Killough, Dan B. 9/16/65
422-24-2601
222 Mockingbird Lane
Slidell, La.

King, Francis J. 9/17/65
535-14-0302
4809 Govenors Dr.
Huntsville, Alabama

Kirk, Eugene F. 9/17/65
455-20-6878
912 E. Goodchildren Lot 18 B
Chalmette, La.

Komara, Richard T. 9/22/65
170-26-5628
6345 Pandora St.
New Orleans, La.

Kops, Murray 9/16/65
2131 Jeff Ave.
New Orleans, La.

Kreger, Jerry R. 9/16/65
AG 98690
Rt. 2 Box 545 N
Slidell, La.

Lack, Darrell H. 9/17/65
#0147
4531 Desire Dr.
New Orleans, La.

Lacombe, Dallas J. Jr. 9/21/65
707 Pleasant St.
New Orleans, La.

LaNasa, Mary 9/22/65
716 Esplanade Ave.
New Orleans, La.

Landreaux, Jewel 10/2/65
P.O. Box 134
Meraux, La.

Landry, Ronald P. 9/27/65
439-60-1112

Leeson, Ronald E. 9/17/65
465-56-2282
Rt 2 Box 59
Slidell, La.

Lefort, Charles 10/4/65
710 Friscoville Ave.
Arabi, La.

Lilly, Willis Alton 9/21/65
434-58-2126
2256 North Roman St.
New Orleans, La.

Lipscombe, Ruby Lee 9/22/65
420-46-3600
1933 Licciardi Dr.
Chalmette, La.

Little, Arlene 9/16/65
Rt. 1 Box C 143
Belle Chasse, La.

Littlejohn, Shirley 9/20/65
242-3023
434-46-8362
4635 Schindler Dr.
New Orleans, La.

Logan, Woodward Blassen 9/16/65
439-58-0169
1603 Murl Street
New Orleans, La.

Lott, Carolyn 9/22/65
Rt. 1 Box 207
Slidell, A.

Lott, Harvey L., Jr. 9/21/65
417-48-8462
Rt. 1 Box 207
Slidell, La.

Lowenthal, Jerome D. 9/28/65
6122 Sandia Blvd.
Huntsville, Ala.

Martin, Evelyn 9/23//65
434-52-7050
713½ Austerlitz St.
New Orleans, La.

Martz, Joseph L. 9/18/65
7821½ Maple
New Orleans, La.

Mathews, Raymond D. 9/23/65
4 Ashley Court
Slidell, La.

McAmis, Larry J. 9/20/65
3501 Pontchartrain Rd.
Slidell, La.

McCallum, Kenneth Ray 9/21/65
465-48-2751
2834 Law St.
New Orleans, La.

McFadden, Leland J. 9/17/65
3420 Jackson Blvd.
Chelmette, La.

McFarland, Clarence 9/22/65
60801
109 A Lind St.
Waveland, Miss.

McGee, Charles David 9/24/65
436-64-7486
Apt. 109 Westchester Arms
Slidell, La.

Melancon, Warren August Jr. 9/17/65
4306 Stockton St.
Metairie, La.

Meriwether, David H. 9/20/65
521-32-5546
2604 Chalona Dr.
Chalmette, La.

McHenry, Carl 9/22/65
215 Maine Street
Slidell, La.

Miller, Alvin Douglas 9/18/65
511-38-8704
4316 Dodt Ave.
New Orleans, La.

Morgan, Carroll Sumner 9/21/65
442-10-7909
7323 Chef Menteur
New Orleans, La.

Mortillaro, Salvadore A. 9/27/65
8736 Olive St.
New Orleans, La.

Moser, J. D. C. 9/28/65
547-46-1011
Rt. #2, Box 548
Slidell, La.

Mullen, I. James II 9/16/65
3229 Banks Street
New Orleans, La.

Mullins, Ollie J. 10/2/65
8600 Chef Menteur
New Orleans, La.

Murray, Robert Leo 9/27/65
520-32-9248
206 Hummingbird Lane
Slidell, La.

Newman, Carol L. 9/19/65
535-30-9633
8741 Gervais
New Orleans, La.

Newman, William F. 9/18/65
550 E. Wm David
Metairie, La.
(unsigned letter)

Nicolosi, Lula Belle 9/20/65
439-05-6599
P.O. Box 194
Westwego, La.

Nugent, James I. Jr. 9/18/65
252-60-5402
Rt. 2—Box 20
Carriere, Miss.

Nungesser, Darrel 9/30/65
324-30-1609

O'Neal, Richard B. 9/30/65
4870
P.O. Box 99
Pearlington, Miss.

Ovellette, Joe F. R. 9/23/65
3728 Canal St. Apt. A
New Orleans, La.

Pangle, Jimmy W. 9/17/65
210 Oriole Dr.
Slidell, La.

Parker, Gracie 9/20/65
432-26-2823
8620 Chef Menteur Hw.
New Orleans, La.

Parker, Mary 9/30/65
P.O. Box 1326
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436-44-4978
2432 Lamanchest
New Orleans, La.

Pincoff, John G. 9/20/65
Rt. 1, Box 207
Slidell, La.

Pope, Joyce 9/16/65
438-48-8376
4678 Mirabeau Ave.
New Orleans, La.

Powell, Louis P. 9/22/65
427-07-1974
4942 Read Blvd.
New Orleans, La.

Rakes, Marvin E. 9/23/65
297-01-3126
4800 Schindler Dr.
New Orleans, La.

Ratzel, Susan Ann 9/22/65
284-30-6741
4559 Shalimar Dr.
New Orleans, La.

Rayburn, Gloria D. 9/22/65
318-26-1747
Rt. 1 Box 174 AAB
Pearl River, La.

Reed, Kathleen L. 9/21/65
3233
3125 Banks St.
New Orleans, La.

Richards, Alex J. 9/22/65
Book No. AF 35176
3808 Fifth St.
Harvey, La.

Robinette, Joachim Jr. 9/25/65
1963 Industry St.
New Orleans, La.

Robinson, Bill J. 9/22/65
4510 Papania Apt. 34
New Orleans, La.

Rodriguez, Delton R. 9/17/65
437-58-3927
Mary Ann Trailer Park
Merequez, La.

Runft (Runpt), Eleanor 9/21/65
3654 Riviera Dr.
Slidell, La.

Russell, William H. Jr. 9/22/65
520-34-4906

Rydyewski, Alvin J. 10/4/65
4557 East View Dr.
New Orleans, La.

Sadler, William H. 9/27/65
Clock # 2648
319 Fifth Ave.
Picayune, Miss.

Saylor, Arthur H. 10/1/65
500-20-0062
4760 Werner Dr. Worked 9/20
New Orleans, La.

Saucier, Earl 9/20/65
409 Kostmayer St.
Slidell, La.

Schaff, Denis III 9/24/65
2229 Barracks St.
New Orleans, La.

Schroader, Leonard Eugene 9/25/65
5908 Boutall
Metairie, La.

Scipione, Ronald A. 9/17/65
6544

Seales, Betty J. 9/21/65
P.O. Box 1461
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Seales, Walter E. 9/20/65
P.O. Box 1461
Chalmette, La.

Shelby, Alice 9/21/65
Rt. 1 Box 142
Lacombe, La.

Shewmake, Oliva M. 9/20/65
P.O. Box 1051
Chalmette, La.

Sloan, Theresa N. 10/1/65
435-34-0905
405 Doerr Dr.
Arabi, La.

Smith, Alan L. 9/21/65
4748 Lynhaber Dr.
New Orleans, La.

Smith, Tommy W. 9/24/65
1808 Mississippi
Kenney, La.

Smith, William R. Jr. 9/17/65
464-72-6158
1003 E. St. Bernard Hwy.
Chalmette, La.

Sorger, Robert R. Sr. 9/17/65
536-34-2593
Lapsed in 751 7/65
(in this letter was also the names:
Davis Billy W.—Applications
417-46-6934
Gilbert, Joseph W. II
539-40-5266

Stanton, James G. 9/28/65
2404 Nancy Dr.
Meraux, La.

Staub, Louis H. 9/17/65
495-07-5499
13501 Chef Menteur Hwy.
New Orleans, La.

Stender, Paul G. 9/17/65
4416-B Iroquois
New Orleans, La.

Sterling, Louis L. 9/27/65
7837 Jay St.
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Stevenson, Glenn L. 9/27/65
8323 Chef Menteur
New Orleans, La.

Stirling, Robert B. 9/24/65
Rt. 1 Box 479-V
Shady Lane Trailer Park
Slidell, La.

Stone, John W. 9/23/65
254-24-0678
P.O. Box 786
Slidell, La.

Stout, James A. 9/27/65
13801 Chef Menteur Hwy.
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514-34-0947

Tatum, Winefred L. 9/21/65
310 Union Street
Bay St. Louis, Miss.

Taylor, Myrtis 9/30/65
3600 Baronne St.
New Orleans, La.

Thomas, Gladys 9/20/65
2923 Castighone St.
New Orleans, La.

Thompson, Dorothy M. 9/17/65
513-09-1185
4763 Camelot Dr.
New Orleans, La.

Tiller, Charles R. 9/19/65
492-46-9389
2120 Robin St.
New Orleans, La.

Tiller, Karen Joan 9/17/65
9355
2120 Robin St.
New Orleans, La.

Timmons, Shamon F. 9/22/65
AGA 8840 420-44-0490
11214 Will Stutley Dr.
New Orleans, La.

Travis, Dennis 9/17/65
Chalmette Trailer Cr.
Chalmette, La.

Travis, Lillian 9/17/65
Chalmette Trailer Cr.
Chalmette, La.

Trotter, Wilbur S. 9/20/65
2419 S. 137th
Seattle, Washington

Trotter, William A. 9/22/65
410-62-6511

Tucker, Jerry 9/28/65
444-36-1385
Rt. 4 Box 328
Picayune, Miss.

Vinson, Ann Margaret 9/18/65
Chalmette, La.

Wagner, Donald R. 9/28/65
822 Herring Dr.
Picayune, Miss.

Warner, Richard A., Jr. 9/16/65
346-18-1449
DeLisle Harbor
DeLisle, Miss.

Whiting, Clinton M. 9/24/65
435-16-8837
6912 E. Louerne St.
New Orleans, La.

Williams, Douglas F. 9/17/65
262-68-9045
Rt. 1 Box 207
Slidell, La.

Williams, George F. 9/18/65
Rt. 1 Box 207
Slidell, La.

Williams, Gwendell F. 9/17/65
262-68-9080
11658 Chef Menteur Hwy.
New Orleans, La.

Williams, Viloa Louise 9/22/65
4925 Frankfort St.
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Wilson, Roy H. 9/22/65
409-58-8372

Windmann, Calvin C. 9/21/65
439-22-5333
3303 Rose Avenue
Chalmette, La.

Wood, Donald R. 9/18/65
AG 99085
410 South Salcedo
New Orleans, La.

Burgau, Gaylord L. 9/30/65
1725 Seventh St.
New Orleans, La.

Brown, Roland B. 10/1/65
#AG 98958
3533 Broadway St.
New Orleans, La.

Gagliano, Louis Charles 10/1/65
487-52-3593
125 Mink Dr.
Arabi, La.

Yarborough, Thomas L. 9/28/65
3222 Carey St.
Slidell, La.

Hitchens, Mildred Catherina 10/4/65
932 St. Claude Ave.
New Orleans, La.
438-20-4581

Coy, Thomas A. 9/20/65
484-30-5847
127 Cawthorne Dr.
Slidell, La.

ADVICE TO HOURLY EMPLOYEES WHO WISH TO TERMINATE THEIR MEMBERSHIP IN THE INTERNATIONAL ASSOCIATION OF MACHINIST UNION

1. The Company does not encourage or discourage anyone from withdrawing his membership from the Union, and . . .
2. The Company cannot assure the employee that sending a letter will terminate his membership in the Union. However, in the past, the procedure has been to send a registered or certified letter to the Union and to the Company in Seattle stating he wishes to terminate his membership in the Union and to cancel his payroll authorization for Union dues deductions.

Aeronautical Industrial District Lodge 751
International Association of Machinist
AFL-CIO
5502 Airport Way South
Seattle 25, Washington

Corporate Labor Relations Office
Mail Stop 10-11
Post Office Box 3707
Seattle 24, Washington

NOTICE TO THOSE RECENTLY HIRED OR TRANSFERRED INTO CERTAIN PRODUCTION AND MAINTENANCE JOBS

(Union Membership Requirements—Seattle-Renton Hourly Production and Maintenance Unit Represented by Lodge 751, including Remote Locations that are part of such Unit)

In the job to which you have been hired or into which you have been transferred you have become part of the collective bargaining unit for which Aeronautical Industrial District Lodge 751, IAM, AFL-CIO (the Union) is the certified agent. All employees in this collective bargaining unit are represented by this Union in bargaining with the Company. The present agreement between the Company and the Union became effective on May 16, 1963 and its term extends until September 15, 1965. Membership in the Union is a matter of your own free choice subject to the following requirements of the agreement:

1. If you are a member of the Union on the 30th day after you were hired or transferred into such unit, or if you choose at a later time to become a member of the Union, you must thereafter keep your Union membership in good standing throughout the remaining period of the existing agreement between the Company and the Union and any renewal of the agreement, as a required condition of your continued employment by the Company in such unit.

2. If you are not a member of the Union on the 30th day after you were hired or transferred into such unit, you then have the right to choose not to become a member of the Union but such right can be exercised in the following manner, only:

(a) You must mail a letter to the Union within the ten-day period that begins with the 31st day after you were hired or transferred into the unit and ends at the close of the 40th day after the date of such hire or transfer.

(b) The letter must state that you do not desire to become a member of the Union or contain some other statement that reasonably conveys that meaning. The letter should be signed legibly with your full name. The letter must be mailed within the same ten-day period referred to above, by certified or registered mail. The letter and the envelope in

which it is sent must be addressed to the Union as follows:

Aeronautical Industrial District Lodge 751
International Association of Machinists AFL-CIO
5502 Airport Way South
Seattle 25, Washington

(c) A copy of the letter must be mailed to the Company within the same ten-day period, by certified or registered mail, in an envelope addressed as follows:

The Boeing Company
Corporate Labor Relations Office
Mail Stop 10-11
P. O. Box 3707
Seattle 24, Washington

If you do not write the letter and send the copy within the time and in the manner specified above in (a), (b) and (c), you will then be required to become a member of the Union as a condition of your continued employment by the Company in such unit.

3. Employee members of the Union who are within the collective bargaining unit referred to above, whose services with the Company are terminated under the existing agreement for any reason, and who later are reemployed or reinstated under the agreement shall, not later than the 31st day following such date of reemployment or reinstatement, reestablish and continue their membership in good standing in the Union as a condition of continued employment.

THE BOEING COMPANY

(SECOND NOTICE)

NOTICE TO THOSE RECENTLY HIRED OR TRANSFERRED INTO CERTAIN PRODUCTION AND MAINTENANCE JOBS

(Union Membership Requirements—Seattle-Renton Hourly Production and Maintenance Unit Represented by Lodge 751 including Remote Locations that are part of such Unit)

When you were recently hired (or transferred) into your present employment, you were handed a notice that informed you as to certain of your privileges, rights and obligations regarding union membership.

Paragraph 1 of the first notice told you of your obligation to maintain union membership if you are a member of the Union on or after the 30th day following the date you were hired or transferred into your present employment.

Paragraph 2 of the first notice told you what you have to do and the ten-day period within which you have to do it, if you choose not to become a member of the Union. Your ten-day period is from ..... to ..... both dates inclusive.

A copy of the first notice is attached.

THE BOEING COMPANY

Attachment: Copy of First Notice

[G.C. EX. 30]

BOOSTER LODGE NO. 405

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Post Office Box 29248
New Orleans, Louisiana 70129

FIRST IAM AEROSPACE LODGE

AREA CODE 504 254-0830

September 10, 1968

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. J. H. Brewer
4737 Papania Drive
New Orleans, La.

Dear Mr. Brewer:

Within the next two weeks our attorneys will file suit in court for the collection of fines levied against members and/or ex-members as a result of their actions during the strike in 1965.

Since you were granted clemency in your particular trial, we wish to offer this final opportunity for you to pay your reduced fine. Contact the union office either in person or by telephone prior to September 25, 1968 to let us know of your intentions. Failure to contact us will automatically increase your fine to $450.00 as was stated at the time of your trial.

Fraternally,

/s/ Donald C. Verigan
DONALD C. VERIGAN,
President

[CHARGING PARTY EXH. 1.]

THE SPACE TRAVELER 405

LOCAL LODGE 405

VOL. 1 NO. 8

OCTOBER 13, 1965

BOEING CONTRACT IMPROVEMENTS

The Company has offered a Savings Plan wherein an employee can save from 1 to 5% of his salary. The Company will contribute an amount equal to 50% of the employees savings.

They are also going to change the employees sick leave, severance hours of credit into cash by multiplying his hours of credit by his current wage rate including any shift differential. A trustee will invest the funds contributed to the plan in a balanced portfolio of equity and fixed income securities. The employee can withdraw money equal to any reduction in earnings suffered because of a sickness.

Roger E. Hilton
President

THE STRIKE IS OVER!

Now that everyone is back at work, the question was asked, "who won?" The only answer that I can give is that no one wins a strike; Company nor Union.

Was the Strike worth it? Yes, because we made gains in our working conditions and benefits that we would not have today if the working men and women weren't willing to fight for their rightful share of the company's profit and to insist on decent working conditions. Today, we are reaping the benefits our fathers and grandfathers fought for and won. They accomplished this by the same method we used—by striking a company whom we felt was not willing to give us a fair share. Without laboring men and women, no company can exist.

I wish to take this opportunity to thank the 90% of the Bargaining Unit who fought for the Contract for all employees of the Boeing Company. The 10% who worked behind the lines, commonly called SCABS, must have a guilty conscience to accept the gains won by others!

Harold E. Higgins, Jr.
Business Representative

Our Mailing List Is Accurate and Up-To-Date For Union Members Only

Be sure to read this edition and pass your paper on to "someone listed" and "you know who", so that they will know that WE KNOW.

Dependent Insurance

I have heard many members complain that after the strike was over and we went back to work, we had gained so little above the Company's original offer, that we would have been better off if we had not been on strike for the 13 working days.

I would like to point out a fact that it seems many of our members have overlooked. Dependent insurance coverage. Nationwide, over 80% of our members who work for Boeing and have dependents who could be covered by dependent insurance. The Company has now agreed to pay a part of the cost of this insurance. $7.50 a month for the first 2 years and $10.00 a month the third year. Without the strike, the company would not have agreed to pay this, and they did not until we were forced to go on strike.

I wonder how many of you have figured out what this means to us in dollars over the 3 year contract. Look over the following figures and you will see what this is actually worth to each of us, and how it compares with any money lost while on strike. Each person with dependents will get $300.00 from the Company for insurance during the 3 years of this contract. A Grade 10 lost $245.96 in wages during the strike. Grade A lost $389.48. The average amount lost was about $295.00, but we picked up $300.00 on dependent insurance. It also was a wedge which may enable us to get the company to pay full cost of dependent insurance on the next contract.

Gene P. Griffith
Secretary-Treasurer

Personality Analysis

The Report Card days are about over, except for those employees who are hired, recalled, or reclassified to a new job title and who have not held a rating during the preceding year. This means that an employee will maintain his

present group rating which he received on or before September 15, 1965.

This will only exist for the duration of the 6 month transitional period requested by the Company. The Negotiation Committee of the Union will meet with the Company during this 6 month period to negotiate a new system, acceptable to both the Company and the Union, or we will exercise our preserved right to strike on this issue.

Editor

Hurricane Betsy

Many, many thanks have been extended to our membership here in Local 405 for the much needed help that "Betsy" victims have received. The participation given to help these people has been received with gratitude beyond words.

The Hurricane Betsy Relief Committee has been set up, consisting of Vern McKimmey, GLR, Norman Prior, Grand Lodge Auditor, John Whalen, Jr., Business Representative of Lodge 37, and Harold Higgins, Business Representative for Lodge 405.

All money contributed is to go directly to those who suffered through storm and flood loss, and are not covered by insurance. All donations are to be forwarded to Matthew DeMore, General Secretary-Treasurer, IAM & AW, 1300 Connecticut Avenue, Washington, D. C.

If you are one of these victims, or know of someone who is, contact this office, 254-0880, and give us the name, address, and phone number.

V. E. McKimmey
Grand Lodge Representative

Smoking

The privilege of smoking has been extended to the employees of Boeing, Michoud, that other company's have been enjoying for 3 years. All members should be conscious of the fact that even though we are now smoking, it is not right to smoke in dangerous or clean areas.

Attempts are being made by the Union to furnish sufficient ash trays and it will be to our advantage to dispose of all cigarette butts in the proper containers.

Special Thanks

The Office Secretaries, Joy and Jan, want to especially thank those members who worked "above and beyond the call of duty" helping them in the office, etc. Don Verigan, Bob Sanders, Harry Downs, Sue Curtis, John Haase, Don Shelton, Carrol Gross, Carol Tingey, and James Lewallen, etc. Many thanks for your kind and willing help.

Jan and Joy

Next Regular Meeting

The regular monthly meeting will be held on Saturday, October 16th, at 10:00 A.M.

The present jackpot is now up to $60.00. A member must be present and sign the roster to claim the winnings if his name is drawn from the Union member roster.

Come to the meeting! Maybe your name will be drawn!

Thus Saith The Lord

"It is written, man shall not live by bread alone, but by every word that proceedeth out of the mouth of God."

Matthew 4:4

As surely as bread is the staff of life, so surely does man need to read, know, and take into his spiritual being, the word of God if he is to live the *full* life.

The word of God has been the subject of the artist, musician, architect, farmer, builder, and all men of every trade. Heed it and life becomes worth living. Ignore it and hell would be pleasant compared to the empty life we would live.

The only way to talk to Our Heavenly Father is in humble prayer and He will talk with us through His written word. Read it to be wise, keep it to be strong, and believe it to be saved.

Harry Downs
Member

Well Worth Mentioning

We certainly wish to extend our thanks to our Local President, Roger Hilton, for a job we feel was well done in

the Boeing-Union, Seattle, Washington negotiations covering the much needed demands we received as a result of our 19 day strike by the members. Also, an excellent job was den by our B.R., "Bud" Higgins, GLR Vern McKimmey, and the Officers of this Local. Again, our thanks.

L. J. Ayliffe, Jr.
Editor

Appointment

Harold E. Higgins, Jr. Business Representative of Local 405 has been appointed to the Advisory Board of Delgado Trades School by Mayor Victor H. Schiro. He will be representing Labor on this board.

This appointment has proven that Labor has taken its place in the field of education.

Real Facts on Nationwide Strike

Members of the IAM & AW at installations of the Boeing Company, including the following principal locations:

Location	Bargaining Unit Size
Seattle—751	28,000
Wichita—834	7,000
Michoud—405	2,000
Cape Kennedy—2061	380

Also, other isolated locations.

WE SHALL NOT FORGET!!!

The following names listed below are many of the wage hourly employees who allegedly crossed the Picket Line and/or wrote letters for termination of their membership in the IAM & AW during the 19 day strike period:

Abbott, Carmen
Adams, Guy T.
Acosta, A. J.
Adams, Wm. M.
Anderson, Clifford
Anzalone, I.
Arreteig, J. B. Jr.
Arthur, Ronald
Bailey, R. D.
Aragon, J. C.
Barron, H. H.
Bauer, W. P.
Beard, R. J.
Bearden, David D.
Benge, B. J.
Bengs, H. E. Jr.
Benshoof, W. A.
Bentley, J. W.
Blair, B. J.
Blevins, J. E.
Bloom, Marie
Bondio, Sal
Bordelon, Kathleen
Boyd, Betty A.
Boyd, J. L.
Branyon, J. D.
Breland, V. A.
Brewer, J. H.
Bringer, M. L.
Brown, Caroline
Brown, James E.
Brown, Robert L.
Brown, Roland B.
Buchanan, B. O.
Budd, E. P.
Burr, Marvin L.
Butler, D. C., II
Butler, W. E.
Byrne, E. J., Jr.
Carey, J. W., Jr.
Caruso, Bernard C.
Caruso, V. B.
Cascio, A. J.
Chamblee, R. F. Jr.
Chouest, A. M.
Ciko, Michael A.
Clark, Ardith
Clark, Kathryn H.
Clark, Richard
Claude, A. J.
Clements, Ersler
Cole, Eleanor E.
Cole, Estie L.
Conforto, Joseph D.
Conniff, J. T.
Copeland, Andre M.
Coy, T. A.
Craig, V. T.
Crawford, John J.
Crosby, W. R.
Crouse, R. B.
Crusto, Wilma M.
Cuevas, T. G.
Culbertson, Eugene F.
Cullen, R. L.
Curulla, Virginia
Delaup, G. J.
Delcambre, Francis
Dubuque, A. E.
Durand, R. J. IV
Duskin, P. J.
Dutruch, Birdie B.
Elliot, James R.
Ellis, G. R.
Ellis, R. E.
Ennis, Henry Jr.
Epperly, Sherman E.
Fahrenbacher, D.
Fahrenbacher, R.
Flubacher, M. T.
Fradella, J. J.
Fradella, Wm. H.
Franchez, L. P.*
Frayle, Anthony
Fritz, K. P. J.
Fye, Harry

Gagliano, A. J.
Gagliano, L. C.
Gange, Peter
Garcia, Anthony P.
Giardina, P. W.
Gibbs, W. L.
Gilbert, J. W. II
Gilbert, Peggy
Gomez, Peter
Gray, J. H.
Green, Colleen C.
Green, E. L.
Green J. H. Jr.
Groat, R. E.
Hale, R. J.
Hall, H. D.
Hamaker, R. P., Jr.
Hamilton, L. F. Jr.
Harding, Robert H.
Harney, Glenn
Haskins, Albert F.
Haydel, L. D.
Herzog, Haskel
Hidalgo, Vernon
Higginbotham, F. L.
Hilton, Mary E.
Himes, L. L.
Hines, C. L.
Hodges, Donna
Hoffman, A. M.
Holloway, R. C.
Hooks, Shirley A.
Hope, Jessie
Howard, Fay
Howard, William
Houin, Jeffrey
Hull, Irene
Irvin, Algy
Jacobs, H. J.
James, N. C.
Jasper, Peter
Johnson, Gary
Jones, Ora Mae
Kahmeyer, D. M.
Katz, Harry
Keim, M. F.
Kelley, W. R.
Kendrick, Eloise
Killough, D. B.
King, Francis
Kirk, E. F.
Komara, Richard T.
Kops, M. J.
Koser, E. C.
Kreger, Jerry R.
Lack, D. H.
Lacombe, Dallas J. Jr.
Lanasa, Mary E.
Landreaux, Jewel
Landry, R. P.
Leeson, Ronald E.
Lefort, Charles
Levins, Arlen
Lilly, W.
Lipscomb, Ruby
Little, Arlene
Littlejohn, S. M.
Logan, W. B.
Lombard, W. W.
Lott, Carolyn
Lott, Harvey L. Jr.
Lowenthal, Jerome
McAmis, Larry
McCollum, Kenneth
McFadden, Leland J.
McFarland, Clarence
McGee, Charles
McHenry, Carl R.
Martin, Evelyn
Martz, J. L.
Mathews, Raymond D.
Melancon, Warren A.
Meriwether, David H.
Messmer, Jonny B.
Miller, A. D.
Miller, Cheryl D.
Mobley, C. R. Jr.
Morgan, Caroll S.
Mortillaro, Sal A.
Moser, J. D. C.
Mullen, I. J. II
Mullins, Ollie J.
Murray, R. L.
Myrick, C. T.*
Newman, C. L.
Newman, W. F.
Nicolosi, E. B.
Nugent, J. I.
Nungesser, D. F.
O'Neal, R. B.
Ouellette, J. F.
Pangle, J.
Parker, G. L.

Parker, Mary V.
Perdue, G. W.
Phillips, H. G.
Pincoffs, John G.
Pope, B. Joyce
Powell, L. P.
Rahrich, R. J.
Rakes, Marvin E.
Ratzel, Susan A.
Rayburn, Gloria D.
Reed, Kathleen
Richards, A. J.
Robinette, Joachim Jr.
Robinson, Billy
Rodriguez, D. R.
Runft, Eleanora
Russell, W. H. Jr.
Rydyewski, A. J.
Sadler, Wm. H.
Saucier, E. V.
Schaff, D. III
Schroader, Leonard E.
Scipione, R. A.
Scales, Betty J.
Scales, Walter E.
Shelby, Alice M.
Shewmake, Oliva
Sloan, John S.
Sloan, Theresa N.
Smith, Alan L.
Smith, Riley
Smith, Tommy W.
Smith, Wm. R.
Stanton, J. G.
Staub, L. H.
Stender, P. G.
Sterling, L. L.
Stevenson, Glen
Stirling, Robert
Stone, J. W. Jr.
Stout, J. A.
Tatum, W. L.
Taylor, M.
Thomas, Gladys I.
Thomas, Robert
Thompson, Dorothy M.
Tiller, C. R.
Tiller, K. J.
Timmons, Shannon
Travis, D. R.
Travis, Lillian G.
Trotter, William
Trotter, Wilbur
Tucker, Jerry F.
Vinson, Ann M.
Wagner, D. R.
Walker, J. R.
Warner, R. A., Jr.
Wentz, F. R.
Whiting, Clinton
Williams, Douglas F.
Williams, George
Williams, Gwendell
Williams, Viola L.
Wilson, Roy H.
Windmann, C. C.
Wood, D. R.
Yarbrough, T. L.

* These men worked one day, September 16th, but supported the strike fully after this date.

If your name was on this list in error, come to the Union Office and upon presentation of proof that you did not work by crossing the picket line, or that you did not ask for termination from the Union and we will publish the correction. We understand that some of the members listed above who wrote for termination of membership have since signed an application for reinstatement.

SEE YOU NEXT MEETING

SATURDAY, OCTOBER 16, 1965

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS
LOCAL LODGE #405
OFFICIAL PUBLICATION

Lloyd J. Ayliffe, Jr.
Editor

Local Lodge #405, IAM & AW
Post Office Box 29248
New Orleans, Louisiana 70129

Non-Profit Organization
PAID
New Orleans, Louisiana
Permit No. 720

Local Lodge #405, IAM & AW
Post Office Box 29248
New Orleans, Louisiana 70129

Non-Profit Organization
PAID
New Orleans, Louisiana
Permit No. 720

[Charging Party's Exhibit No. 2]

BOOSTER LODGE No. 405

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

Post Office Box 29248
New Orleans, Louisiana 70129

FIRST IAM AEROSPACE LODGE

AREA CODE 504
254-0880
December 10, 1965

Mr. John E. Nau
Labor Relations Representative
The Boeing Company
Post Office Box 29100
New Orleans, Louisiana 70129

Dear Sir:

According to our records, the following employees have not kept their membership in good standing in the Union in accordance with Article III, Section A, Paragraph 1 and 3, of the Current Collective Bargaining Agreement.

Fradella, J. J.	8154	Staub, L. H., Jr.	5499
Haydel, L. D.	1740	Stout, J. A.	0947
Landreaux, J. G.	6910	Taylor, M., Sr.	1188
Lombard, W. W.	6323	Travis, L. G.	9661
Nungesser, D. F.	1609	Tucker, J. F.	1385
Shelby, A. M.	6850	Windmann, C. C.	5333
Smith, T. W.	3064		

Your attention in this matter will be appreciated.

Yours very truly,
Harold E. Higgins, Jr.
Business Representative
Local Lodge 405

[CHARGING PARTY EXH. 3]

BOOSTER LODGE NO. 405

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

Post Office Box 29248
New Orleans, Louisiana 70129

FIRST IAM AEROSPACE LODGE

AREA CODE 504
254-0880
January 6, 1966

Mr. John E. Nau
Labor Relations Representative
The Boeing Company
Post Office Box 29100
New Orleans, Louisiana 70129

Dear Sir:

According to Article III, Section A of the Current Collective Bargaining Agreement, an employee must maintain his membership in the Union in good standing. If the employee does not, the company will advise the employee that his employment status with the company is in jeopardy, and that his failure to meet his membership obligations with the Union within five (5) days will result in his termination of employment.

We are writing to ask that you notify the employees listed on the attached lists that their jobs are in jeopardy and they must meet their membership obligations with the Union within five (5) days.

Thanking you in advance, I remain,

Yours very truly,

/s/ Harold E. Higgins, Jr.
HAROLD E. HIGGINS, JR.
Business Representative
Local Lodge #405, IAMAW

Carmen Abbott	6646	Perry Duskin	9110
Ronald Achee	4479	James R. Elliot	3638
Abel Acosta	2676	Rodger Ellis	0125
William Adams	6940	Henry Ennis, Jr.	2017
Clifford Anderson	3698	S. E. Epperley	1973
Ignatioius Anzalone	6520	Dorothea Fahrenbacher	6898
John C. Argon	9839	Marie Flubacher	1719
John Arretteig, Jr.	2355	William Fradella	3914
Richard Bailey	1876	Anthony Frayle	7647
Howard Barron	2590	Harry Fye	4462
William Bauer	9297	Alfred Gagliano	5864
Raymond Beard	8369	Louis Gagliano	3593
Harold Bengs, Jr.	4865	Anthony Garcia	8984
James W. Bentley	5378	Philip Giardina	8974
Bernard Blair	9040	Eldon L. Green	8722
James Blevins	0520	Robert E. Groat	9027
Kathleen Bordelon	8863	Malcolm Guedry	4169
Betty Ann Boyd	2132	Robert J. Hale	6490
John Branyon	2825	Herbert D. Hall	1408
Vernon Breland	4718	Louis F. Hamilton, Jr.	1021
Joseph Brewer	1857	Robert H. Harding	9446
Melvin Bringer	6913	Glenn A. Harney	0270
Roland Brown	0955	Vernon Hidalgo	2819
Edward P. Budd	9958	Mary E. Hilton	0951
G. L. Burgau	1089	Lenie L. Himes	7681
Marvin Burr	2340	Donna L. Caruso	5405
David G. Butler, II	0391	Arthur Hoffman	8483
Edward Byrne, Jr.	0683	Roggie Q. Holloway	7214
Joseph W. Carey, Jr.	0703	Shirley A. Hooks	5264
Bernard C. Caruso	8876	Jesse R. Hope	0807
Vincent Caruso	8671	Jeffrey C. Houin	2173
August J. Cascio	2789	Fay C. Howard	3670
Adam M. Chouest	2265	Harry J. Jacobs	7425
Ardith Clark	8803	Nunzy C. James	7802
Ersler Clements	9535	Peter P. Jasper	0242
Estie L. Cole	7163	Dale M. Kahmeyer	7223
John Conniff	0947	Harry Katz	3687
Andre Copeland	3901	Dan B. Killough	2601
James Cothern	3176	Francis J. King	0302
Frank Cowen	0137	Eugene F. Kirk	6878
Thomas A. Coy	5847	Murray J. Kops	8981
Vernon T. Craig	8915	Jerry R. Kreger	9288
Wayne Crosby	1723	Darrell H. Lack	0147
Wilma Crusto	3635	Dallas J. Lacombe	9823
Thomas G. Cuevas	7757	Mary E. Lanasa	5405
Eugene Culbertson	6674	Ronald P. Landry	1112
Robert L. Cullen	6727	Lloyd E. Lazard	5810
V. M. Curulla	1189	Terry W. Lee	9472
Gerald Delaup	4140	Ronald E. Leeson	2282
Francis Delcambre	9082	Arlin Levins	8536
Arthur E. Dubuqye	1968	Willis A. Lilly	2126
Ralph Durand IV	3415	Ruby Lipscomb	3600

Arlene Little	2594	Delton R. Rodriguez	3927
Shirley M. Littlejohn	8362	Eleanora Runft	6035
Woodward B. Logan	0169	William H. Russell, Jr.	4906
Carolyn Lott	0046	William H. Sadler	2648
Evelyn Martin	7050	Earl V. Saucier	4612
Joe Leroy Martz	3117	Denis Schaff, III	8965
Raymond Mathews	0164	Ronald A. Scipione	6544
Charles D. McGee	7486	Alan L. Smith	2664
David Meriwether	5546	Riley Smith	1147
Cherly D. Miller	8101	William R. Smith, Jr.	6158
Carroll S. Morgan	7909	James G. Stanton	1856
J. D. Chris Moser	1011	Paul G. Stender	4590
James Mullen, II	4994	Louis L. Sterling	8155
William Newman	3930	Glenn L. Stevenson	0947
E. Belle Nicolosi	6509	Robert B. Stirling	4028
James I. Nugent, Jr.	5402	John W. Stone, Jr.	0678
Richard B. O'Neal	4870	Winefred L. Tatum	4830
J. F. Ouellette	4210	Gladys I. Thomas	6383
Jimmy W. Pangle	4991	Charles R. Tiller	9389
Mary V. Parker	8684	Karen J. Tiller	9355
Henry C. Phillips	4978	Shannon F. Timmons	0490
John G. Pincoffs	8531	William Trotter	6511
Ronald L. Polson	1490	Richard A. Warner, Jr.	1449
B. Joy Pope	8376	Clinton M. Whiting	8837
Louis P. Powell	1974	Douglas F. Williams	9045
Marvin E. Rakes	3126	George F. Williams	3159
Gloria D. Rayburn	1747	Roy H. Wilson	8372
Kathleen L. Reed	3233	Donald R. Wood	6700
A. J. Richards	4736	T. L. Yarbrough	4817
Billy J. Robinson	7937		

SUPREME COURT OF THE UNITED STATES

No. 71-1417

BOOSTER LODGE NO. 405, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, PETITIONER,

v.

NATIONAL LABOR RELATIONS BOARD, ET AL.

ORDER ALLOWING CERTIORARI. Filed December 18, 1972.

The petition herein for a writ of certiorari to the United States Court of Appeals for the District of Columbia. Circuit is granted. The case is consolidated with No. 71-1607 and a total of one and one-half hours is allotted for oral argument.

SUPREME COURT OF THE UNITED STATES

No. 17-1607

NATIONAL LABOR RELATIONS BOARD, PETITIONER,

v.

THE BOEING COMPANY, ET AL.

ORDER ALLOWING CERTIORARI. Filed December 18, 1972.

The petition herein for a writ of certiorari to the United States Court of Appeals for the District of Columbia Circuit is granted. The case is consolidated with No. 71-1417 and a total of one and one-half hours is allotted for oral argument.

☆ U.S. Government Printing Office: 1973—492-911/456